



## DECLARATIONS

**Policy Number:** W10670120301 ✓

Attaching to and forming part of:

**Authority Reference Number:** B6102BUSANMSL1201

**CLAIMS MADE EXCESS HEALTH CARE PROVIDERS LIABILITY INSURANCE (MEDICAL PROFESSIONAL LIABILITY AND PATIENT RELATED GENERAL LIABILITY ONLY).**

This Insurance is effected with Certain  
UNDERWRITERS AT LLOYD'S OF LONDON (not incorporated).✓

**THIS IS A CLAIMS MADE AND REPORTED POLICY.  
PLEASE READ CAREFULLY.**

**ITEM 1. (a) NAMED INSURED:**

Pinellas County Sheriff's Office ✓

**Address of NAMED INSURED:**

10750 Ulmerton Road, P.O. Drawer 2500 ✓  
Largo, Florida 33779 ✓

**(b) Existing related entities:**

As listed in the attached SCHEDULE OF EXISITING RELATED  
ENTITIES.

**ITEM 2.** Limit of Liability in all in respect  
of each LOSS or MEDICAL INCIDENT: ✓ \$5,000,000

**ITEM 3.** Limit of Liability in the aggregate for each  
ANNUAL PERIOD for all coverages combined ✓  
\$5,000,000

**ITEM 4.** Period of this Policy:

From: 01-March-2012 ✓  
To: 01-March-2013 ✓

both days at 12:01 a.m. Local Standard Time at the above address of the  
Named Insured.

**ITEM 5.** Notice to:

Marsh USA Inc. ✓  
3031 N Rocky Point Drive  
West, Suite 700

PO Box 23705  
Tampa, Florida 33607  
U.S.A.

- ITEM 6. Retroactive Date:  
✓ 25-November-1999 or as stated in the Schedule of Existing Related Entities.
- ITEM 7. Currency (Other Condition 0):  
U.S. Dollars
- ITEM 8. Payment of Premium (Other Condition 0) to:  
  
Marsh USA Inc.  
3031 N Rocky Point Drive West, Suite 700  
PO Box 23705  
Tampa, Florida 33607  
U.S.A.
- ITEM 9. Service of Process (Other Condition P) upon:  
  
Mendes & Mount  
750 Seventh Avenue  
New York, New York 10019-6829  
United States of America
- ITEM 10. Underwriters' Representative  
  
Steve Chang  
1270 Avenue of the Americas  
Suite 1200  
New York, NY 10020  
Tel: +1 (646) 943 5900  
Fax: +1 (646) 378 4039  
[healthcareclaims@beazley.com](mailto:healthcareclaims@beazley.com)
- ITEM 11. Premium for this Policy (Other Condition A):  
\$200,000 ✓
- ITEM 12. Additional premium in respect of Extended Reporting Period (Other Condition F)  
(As amended by Endorsement No. 13):  
✓ 130% of the full annual premium for this Policy
- ITEM 13. Additional premium in respect of Extended Reporting Period (Other Condition G):  
NOT COVERED

ATTACHING TO AND FORMING PART OF POLICY NUMBER 509/QG016208

SCHEDULE OF UNDERLYING AMOUNTS

As respects **Coverage (I) - General Liabilities** (PERSONAL INJURIES sustained by any PATIENT, or PROPERTY DAMAGE to a PATIENT's property, as a result of a LOSS) and **Coverage (II) — Medical Professional Liability:-**

\$1,500,000 ✓ each LOSS or MEDICAL INCIDENT without aggregate

**INFORMATION:**

Note that unless a specific Underlying Amount is scheduled for the EMPLOYERS LIABILITY HAZARD, AUTOMOBILE LIABILITY HAZARD, AIRCRAFT LIABILITY HAZARD, WATERCRAFT LIABILITY HAZARD or HELIPAD LIABILITY HAZARD, coverage is automatically excluded for each such hazard by virtue of Exclusion (I) i) of the Policy.

## ITEM 14.

## Endorsements:

- (B) (I)
1. ✓ E01816022010 ✓ Amended Excess Health Care Provider's Liability Policy Preamble
  2. ✓ E01817022010 ✓ Amended Insuring Agreement 1., Coverage
  3. ✓ E01818022010 ✓ Amended Insuring Agreement 2., Underlying Amounts
  4. ✓ E01819022010 ✓ Amended Insuring Agreement 3., Limit of Liability of This Policy
  5. ✓ E01820022010 ✓ Limitation of Coverage for Coverage (I) – General Liabilities
  6. ✓ E01821022010 ✓ Amended Definition 14., Ultimate Net Sum Payable
  7. ✓ E01822022010 ✓ Amended Other Condition I., Loss or Medical Incident Payable
  8. ✓ E01823022010 ✓ Amended Exclusion (II) e)
  9. ✓ E01824022010 ✓ Exclusion (I) l) is Added
  10. ✓ E01825022010 ✓ Exclusion (III) m) is Added
  11. ✓ E01826022010 ✓ Exclusion (II) f) is Deleted
  12. ✓ E01827022010 ✓ Amended Other Condition E., Incorporation of Proposal/Application
  13. ✓ E01828022010 ✓ Amended Other Condition F., Extended Reporting Period
  14. ✓ E01829022010 ✓ Amendment to the Reporting and Claims Handling Condition
  15. ✓ E01830022010 ✓ War and Terrorism Exclusion Endorsement
  16. ✓ E01831022010 ✓ Toxic Mild, Mildew or Other Fungi Exclusion
  17. ✓ E01832022010 ✓ Silica Exclusion
  18. ✓ E01833022010 ✓ Nuclear Incident and Radioactive Contamination Exclusions
  19. ✓ E01834022010 ✓ Claim Exclusion Endorsement
  20. ✓ E01835022010 ✓ Exclusion (III) h) is Deleted and Replaced by New Exclusion (I) m)
  21. ✓ E01836022010 ✓ Defense Coverage for Excluded Criminal and Dishonest Acts Endorsement
  22. ✓ E01837022010 ✓ Individual Underwriter Participation Special Cancellation Provision
  23. ✓ E01838022010 ✓ Fraudulent Claim Clause
  24. ✓ E01839022010 ✓ Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
  25. ✓ E01840022010 ✓ Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
  26. ✓ E01426082009 ✓ Policy Holder Disclosure Notice of Terrorism Insurance Coverage
  27. ✓ E01846022010 ✓ Premium Payment Warranty Endorsement
  28. ✓ E01847022010 ✓ Worldwide Coverage Endorsement
  29. ✓ E01848022010 ✓ Minimum Earned Premium Endorsement
  30. ✓ E02439122010 ✓ Scheduled Additional Insured Endorsement with Updates
  31. ✓ EPI002042011 ✓ Homeless Shelter and/or Safe Haven Professional Healthcare Services Endorsement
  32. ✓ BSLMU05120809FL ✓ Important Notice - Florida
  33. ✓ Schedule2012 ✓ Lloyd's Security Schedule Endorsement

Dated: 23-April-2012

At: 30 Batterson Park Road  
Farmington  
Connecticut 06032  
(the office of the Correspondent)

By   
Beazley USA Services, Inc. (Correspondent)

ATTACHING TO AND FORMING PART OF POLICY NUMBER 509/QG016208

**SCHEDULE OF EXISTING RELATED ENTITIES**

*(Physicians, Dentists and Allied Health Care Providers)*

Name	Position	Specialty	Retroactive Date	Termination Date
Ziad Assi	Dentist	Dentistry	9/7/2005	6/15/2006 ✓
Timothy Bailey	Medical Director	Family Practice/HIV Specialist	11/25/1999	8/31/2010 ✓
Enrique Ballestas	Physician	OB/GYN	10/6/2002	7/26/2006 ✓
Holly Bassler	Physician	Physician	11/21/2005	3/26/2006 ✓
Natalie Borg	Physician	Family Practice	1/14/2008	2/5/2011 ✓
Ervin Cervený	Dentist	Dentistry	9/26/2011 ✓	
David Chatfield	Physician	Internal Medicine	11/25/1999	7/9/2005 ✓
George Christ	Physician	Cardiology	10/3/2002 ✓	
Christopher Cooper	Physician	Infectious Disease	3/20/2002	5/23/2002 ✓
Margaret Foster Haines Amanti	Physician	Family Practice	3/1/2010	9/5/2010 ✓
Jose Hernandez	Physician	Psychiatry	3/7/2011 ✓	
Charles Kerr	Physician	Emergency Medicine	4/8/2003	11/11/2009 ✓
Craig Kunins	Psychiatrist	Psychiatry	11/29/2005	1/7/2010 ✓
Edgar Malpartida	Physician	OB/GYN	12/6/2006	6/5/2011 ✓
Manjula Mangipudy	Physician	Internal Medicine	3/23/2007 ✓	
Joseph McKinley	Physician	Internal Medicine/GI	2/6/2006	12/1/2006 ✓
David Mendoza	Dentist	Dentistry	2/22/2008	9/23/2011 ✓
Richard Miller	Psychiatrist	Psychiatry	11/25/1999	11/24/2010 ✓
Andrew Safron	Psychiatrist	Psychiatry	11/25/1999 ✓	
Mark Szarejko	Dentist	Dentistry	11/25/1999	10/8/2006 ✓
John Tutay	Dentist	Dentistry	3/6/2006 ✓	
Stacy Vest	Physician	Family Practice	5/4/2004	9/7/2010 ✓
Jorge Villalba	Psychiatrist	Psychiatry	3/8/2010 ✓	
Bernard Yukna	Physician	Family Practice	9/1/2010 ✓	
Various	ARNPs	ARNPs	Blanket Coverage for services on behalf of the Named Assured ✓	

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**AMENDED EXCESS HEALTH CARE PROVIDER'S LIABILITY POLICY PREAMBLE**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that the following part of the preamble of the XHCP 91B policy form:

THIS IS A CLAIMS MADE POLICY WITH COSTS AND EXPENSES INCLUSIVE WITHIN THE "LIMIT OF LIABILITY", (AS SET FORTH IN ITEMS 2 AND 3 OF THE DECLARATIONS) AND IS EXCESS OF "UNDERLYING AMOUNTS" WHICH (AS SET FORTH IN THE ATTACHED SCHEDULE OF UNDERLYING AMOUNTS), WHICH REQUIRE THAT COSTS AND EXPENSES ARE PAID BY THE INSURED IN ADDITION TO THE AMOUNTS SPECIFIED.

**THIS POLICY REQUIRES THE NAMED INSURED TO BEAR FINANCIAL RESPONSIBILITY**

is deleted and replaced by the following:

THIS IS A CLAIMS MADE POLICY WITH COSTS AND EXPENSES INCLUSIVE WITHIN THE "LIMIT OF LIABILITY", (AS SET FORTH IN ITEMS 2 AND 3 OF THE DECLARATIONS) AND IS EXCESS OF "UNDERLYING AMOUNTS" (AS SET FORTH IN THE ATTACHED SCHEDULE OF UNDERLYING AMOUNTS), WHICH ALSO PROVIDE FOR COSTS AND EXPENSES TO BE INCLUSIVE WITHIN THE AMOUNTS SPECIFIED.

**THIS POLICY REQUIRES THE NAMED INSURED TO BEAR FINANCIAL RESPONSIBILITY FOR THE UNDERLYING AMOUNT**

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

### **AMENDED INSURING AGREEMENT 1., COVERAGE**

This endorsement modifies insurance provided under the following:

#### **Excess Health Care Providers Liability Policy**

This Policy is amended in that Insuring Agreement 1., COVERAGE, is deleted and replaced by the following:-

#### **1. COVERAGE**

In the event that a claim or claims are first made, in writing, against the INSURED during the period of this Policy, and notified in accordance with the Reporting and Claims Handling Condition of this Policy, and provided such claim or claims arise from a LOSS or MEDICAL INCIDENT happening on or after the Retroactive Date, being the date set forth in Item 6 of the Declarations, Underwriters agree to pay on behalf of the INSURED that amount of the ULTIMATE NET SUM PAYABLE which the INSURED shall be legally obligated to pay as damages:-

##### **(I) General Liabilities**

by reason of the liability imposed upon the INSURED by law, or assumed by the INSURED under contract or agreement, on account of:-

- (a) PERSONAL INJURIES,
- (b) PROPERTY DAMAGE,
- (c) ADVERTISING INJURY,

resulting from such LOSS, or

##### **(II) Medical Professional Liability**

because of injury caused by such MEDICAL INCIDENT,

but only such PERSONAL INJURIES, PROPERTY DAMAGE and ADVERTISING INJURY resulting from such LOSS, or injury caused by such MEDICAL INCIDENT, as respects the claim or claims that are first made, in writing, against the INSURED during the period of this Policy, and notified in accordance with the Reporting and Claims Handling condition of this Policy.

In the event that the INSURED, in accordance with the Reporting and Claims Handling Condition of this Policy, give notice of:-

- (i) a claim first made, in writing, against the INSURED during the period of this Policy or during the Extended Reporting Period of this Policy, arising out of a LOSS or MEDICAL INCIDENT, or
- (ii) a CIRCUMSTANCE,

then the INSURED and Underwriters agree that any subsequent claim which is made, in writing, against the INSURED, arising out of the same LOSS or MEDICAL INCIDENT for which notice of such claim or CIRCUMSTANCE has been given, shall be deemed to have been first made, in writing, against the INSURED during the period of this Policy.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative



Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301  
Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"

## **AMENDED INSURING AGREEMENT 2., UNDERLYING AMOUNTS**

This endorsement modifies insurance provided under the following:

### **Excess Health Care Providers Liability Policy**

This Policy is amended in that Insuring Agreement 2., UNDERLYING AMOUNTS, is deleted and replaced by the following:-

#### **2 UNDERLYING AMOUNTS**

Underwriters shall only be liable in excess of the amounts as stated in the attached Schedule of Underlying Amounts (hereinafter referred to as the "Underlying Amounts"). Underwriters shall have no obligation to pay any amount on behalf of the INSURED unless and until the amount set forth in the attached Schedule of Underlying Amounts, as applicable to any LOSS or MEDICAL INCIDENT, has been exhausted by the actual payment of, or the INSURED's being held liable to pay, damages and related costs and expenses in respect of such LOSS or MEDICAL INCIDENT.

The Underlying Amounts shall only be reduced or exhausted by damages and related costs and expenses which would, except for the amount thereof, be insured by this Policy. Any forgiveness by the INSURED of outstanding charges for goods or services shall also be borne by the INSURED in addition to the Underlying Amounts.

Underwriters agree that the INSURED may obtain insurance in respect of all or any part of the Underlying Amounts, but this Policy shall not in any way be construed to be subject to the terms, definitions, conditions and limitations of such insurance nor shall Underwriters contribute with such insurance in the event that such insurance covers PERSONAL INJURIES, PROPERTY DAMAGE and ADVERTISING INJURY resulting from a LOSS, or injury caused by a MEDICAL INCIDENT, also covered by this Policy.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301  
Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"

### **AMENDED INSURING AGREEMENT 3., LIMIT OF LIABILITY OF THIS POLICY**

This endorsement modifies insurance provided under the following:

#### **Excess Health Care Providers Liability Policy**

This Policy is amended in that Insuring Agreement 3., LIMIT OF LIABILITY OF THIS POLICY, is  
deleted and replaced by the following:-

#### **3. LIMIT OF LIABILITY OF THIS POLICY**

Regardless of the number of persons and organisations who are insured under this Policy and regardless of the number of claims made and suits brought in connection therewith, the total limit of Underwriters' liability in respect of each LOSS or MEDICAL INCIDENT shall not exceed that amount of the ULTIMATE NET SUM PAYABLE as stated in Item 2 of the Declarations but subject always to the limit as stated in Item 3 of the Declarations in the aggregate for each ANNUAL PERIOD during the period of this Policy.

In the event of any claim or claims first made, in writing, against the INSURED during the period of this Policy where the INSURED is seeking payment of an amount for both a LOSS and a MEDICAL INCIDENT, under **Coverage (I) - General Liabilities** and **Coverage (II) - Medical Professional Liability** respectively, which are attributable to the same event or interrelated events, it is understood and agreed that nothing contained herein shall be construed to increase Underwriters' limit of liability beyond the amount set forth in Item 2 of the Declarations.

In the event of reduction or exhaustion of any Underlying Amount for which an aggregate is stated, this Policy, subject to its terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions, shall:-

- 1) in the event of reduction pay the excess of such reduced Underlying Amount,
- 2) in the event of exhaustion apply in place of the exhausted Underlying Amount subject always to the terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions of this Policy.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301  
Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"

**LIMITATION OF COVERAGE FOR COVERAGE (I) — GENERAL LIABILITIES**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that Coverage (I) — General Liabilities shall apply only to:

1. PERSONAL INJURIES sustained by a PATIENT; and
2. PROPERTY DAMAGE to a PATIENT's property, as a  
result of a LOSS.

However, Coverage (I) — General Liabilities shall not apply where such PERSONAL INJURIES or  
PROPERTY DAMAGE are the result of one of the following perils:

- Fire
- Explosion
- Collapse
- Earthquake

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**AMENDED DEFINITION 14., ULTIMATE NET SUM PAYABLE**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that Definition 14., ULTIMATE NET SUM PAYABLE, is deleted and replaced by the following:-

**14. ULTIMATE NET SUM PAYABLE**

The words "ULTIMATE NET SUM PAYABLE", wherever used in this Policy, mean the total sum the INSURED is obligated to pay, either through adjudication or compromise, as damages in respect of any LOSS or MEDICAL INCIDENT that would, in accordance with the terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions of this Policy, be covered by this Policy including investigation, adjustment, appraisal, legal, appeal and defense costs paid or incurred by the INSURED or paid or incurred by Underwriters on behalf of the INSURED.

Salaries or other remuneration of the INSURED's or any insurers' employees shall not be included within the meaning of ULTIMATE NET SUM PAYABLE.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**AMENDED OTHER CONDITION I., LOSS OR MEDICAL INCIDENT PAYABLE**

This endorsement modifies insurance provided under the following:


**Excess Health Care Providers Liability Policy**

This Policy is amended in that Other Condition I., LOSS OR MEDICAL INCIDENT PAYABLE, is deleted and replaced by the following:-

**LOSS OR MEDICAL INCIDENT PAYABLE**

Liability under this Policy with respect to any LOSS or MEDICAL INCIDENT shall not attach unless and until the INSURED shall have paid, or been held liable to pay, damages and related defense costs in respect of such LOSS or MEDICAL INCIDENT in respect of the applicable Underlying Amount. The INSURED shall make a request to the entity designated in Item 5 of the Declarations for payment of any amount in respect of any LOSS or MEDICAL INCIDENT relating to ULTIMATE NET SUM PAYABLE in excess of the applicable Underlying Amount. Such amount shall be due and payable within thirty days after it is respectively claimed and proven in conformity with this Policy.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**AMENDED EXCLUSION (II) e)**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that Exclusion (II) e) is deleted and replaced by the following:-

(II) e) made against any INSURED arising out of any MEDICAL INCIDENT which results from the rendering of or failure to render PROFESSIONAL HEALTH CARE SERVICES by an INSURED:

- (1) whilst such INSURED is known by the Hospital Administration to be under the influence of alcohol or drugs;  
  
and/or
- (2) where such INSURED is known by the Hospital Administration to be an alcohol or drug offender;  
  
and/or
- (3) whilst such INSURED is known by the Hospital Administration to be under rehabilitation and/or on a watch list and/or have restricted privileges for the use of alcohol or drugs.

However, this Exclusion shall not apply to reasonable defense expenses incurred by the NAMED INSURED on behalf of any INSURED up until the point of final adjudication of guilt or plea of no contest.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**EXCLUSION (I) I is added**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that the following is added as Exclusion (I) I):-

- (I) I) arising out or relating to any actual or alleged acts of sexual, physical or mental abuse by a non-healthcare EMPLOYEE of the INSURED.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301  
Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"**

**EXCLUSION (III) m) is added**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that the following is added as Exclusion (III) m):-

- (III) m) arising out of or relating to any LOSS, MEDICAL INCIDENT or CIRCUMSTANCE, known to the Office of Risk Management or the Office of General Counsel of Pinellas County Sheriff's Office prior to the 25<sup>th</sup> November, 2006, unless specifically notified to and agreed by Underwriters.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative



**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**EXCLUSION (II) f) IS DELETED**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that Exclusion (II) f) of the Policy is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301  
Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"

**AMENDED OTHER CONDITION E.,**  
**INCORPORATION OF PROPOSAL/APPLICATION**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that Other Condition E., INCORPORATION OF PROPOSAL/APPLICATION, is deleted and replaced by the following:-

**E. INCORPORATION OF PROPOSAL/APPLICATION**

The INSURED agree that the statements contained in the Proposal/Application and underwriting information submitted therewith, on file with Marsh Ltd, are their representations, that such representations are material to the risk undertaken by Underwriters, and this Policy is issued and continued in force by Underwriters in reliance upon the accuracy of such representations. The Proposal/Application and underwriting information submitted therewith, on file with Marsh Ltd, is incorporated in and constitutes a part of this Policy, which Policy contains the entire agreement between the INSURED and Underwriters, the terms of which shall not be modified or waived except on the express written authority of Underwriters.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301  
Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"

**AMENDED OTHER CONDITION F. EXTENDED REPORTING PERIOD**  
**(Cancellation, non-renewal or imposition of exclusion(s) by Underwriters)**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that Other Condition F., EXTENDED REPORTING PERIOD (Cancellation, non-renewal or imposition of exclusion(s) by Underwriters, is deleted and replaced by the following:-

**F. EXTENDED REPORTING PERIOD**

**Cancellation or non-renewal by Underwriters**

In the event that Underwriters cancel or refuse to renew this Policy for reasons other than the INSURED's non-payment of premium or non-compliance with the terms or conditions of this Policy, then the INSURED shall, in consideration of the payment of the additional premium specified in Item 12. of the Declarations, have the right to extend the coverage granted by this Policy for a further period of twelve months. However this Condition F shall only apply to claims first made, in writing, against the INSURED during the aforesaid twelve month period, and notified in accordance with the Reporting and Claims Handling Condition of this Policy, that result from a LOSS, or a MEDICAL INCIDENT, happening prior to the date on which said twelve month period commenced.

For the purposes of this Condition F a change in premium, terms, conditions or exclusions shall not constitute a refusal to renew.

This right of extension must be exercised by the NAMED INSURED, by giving notice, in writing, sent by registered or certified mail, to Underwriters not later than sixty days after the expiration date or the termination date, as provided for under this Condition F. If the NAMED INSURED fails to exercise this right within such sixty days the INSURED shall not at a later date be able to exercise such right.

This Condition F shall not operate to extend the aggregate limit of Underwriters liability, as set forth in Item 3 of the Declarations, for the last ANNUAL PERIOD prior to this Condition F being invoked; such aggregate limit as a consequence shall apply to the last ANNUAL PERIOD and the Extended Reporting Period of this Policy combined. For the purposes of this Condition F the last ANNUAL PERIOD, if Underwriters cancel this Policy, shall be the ANNUAL PERIOD in which Underwriters cancel this Policy.

This Condition F shall not operate to extend the period of this Policy.

If the INSURED extends the coverage granted by this Policy in accordance with this Condition F, Underwriters shall not be able to cancel this extension of coverage.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

### **AMENDMENT TO THE REPORTING AND CLAIMS HANDLING CONDITION**

This endorsement modifies insurance provided under the following:

#### **Excess Health Care Providers Liability Policy**

1. This Policy is amended in that the first sentence of the REPORTING AND CLAIMS HANDLING CONDITION:

"It is a condition of the INSURED's right to indemnity under this Policy that the INSURED comply with the claims reporting and handling requirements of this Policy"

is deleted and replaced with:-

"It is a condition of the INSURED's right to have an amount paid on its behalf under this Policy that the INSURED comply with the claims reporting and handling requirements of this Policy".

2. It is further understood and agreed that item (B) of the REPORTING AND CLAIMS HANDLING CONDITION is amended to read:

#### **(B) Individual Loss Advice Forms**

In addition to the written notice of any such Claim or CIRCUMSTANCE, as specified in the preceding paragraphs, the INSURED shall promptly submit to Underwriters' Representative detailed written information regarding each Claim or CIRCUMSTANCE that meets one or more of the following criteria during the period of this Policy:-

- (i) those reserved by the INSURED, or any insurer, for an amount equal to or greater than fifty per cent of the Underlying Amount applicable to such Claim or CIRCUMSTANCE;
- (ii) those involving any of the following injuries or omissions of which the Office of Risk Management or the Office of General Counsel of Pinellas County Sheriff's Office becomes aware:-
  - a) unexpected death, i.e. not foreseen as an expected natural consequence of the medical situation,
  - b) brain damage or neurological deficit,
  - c) paralysis or nerve injury,

- d) total or partial loss of limb(s), or loss of the use of limb(s),
  - e) impairment or loss of sight, hearing, taste, touch or smell,
  - f) failure to diagnose resulting in radiation therapy, chemotherapy or other continuous treatment,
  - g) Human Immuno Deficiency Virus (HIV), Acquired Immune Deficiency Related Complex (ARC), Acquired Immune Deficiency Syndrome (AIDS) or any related virus, complex or syndrome;
- (iii) those about which the Office of Risk Management or the Office of General Counsel of Pinellas County Sheriff's Office has information reasonably to believe may, assuming liability, involve this Policy.

This additional information must be submitted to Underwriters' Representative using the attached Loss Advice Form. A supplemental Loss Advice Form must be submitted at least every six months for those Claims and CIRCUMSTANCES on which notice has been given, highlighting new information or the lack thereof.

In the event of any Claim or CIRCUMSTANCE for which notice has been given using a Loss Summaries Bordereau and which, at the time of such notice, did not meet the criteria set forth in sub-paragraphs (B)(i), (ii) or (iii) above, should such Claim or CIRCUMSTANCE subsequently meet such criteria, the INSURED shall promptly submit a Loss Advice Form for such Claim or CIRCUMSTANCE.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **Excess Health Care Providers Liability Policy**

(This exclusion shall not apply to any claim or claims arising out of the provision of Professional Health Care Services to any patient.)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the INSURED.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **TOXIC MOLD, MILDEW OR OTHER FUNGI EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **Excess Health Care Providers Liability Policy**

- I. Notwithstanding any provision to the contrary within the Policy of which this endorsement forms a part, or within any other endorsement which forms a part of this Policy, this Policy shall not apply to any claim or claims directly or indirectly arising out of, relating to, or in connection with exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description. Such claim or claims are excluded regardless of whether they arise in connection with:
  - (1) PERSONAL INJURIES;
  - (2) PROPERTY DAMAGE;
  - (3) ADVERTISING INJURY; or
  - (4) Any injury caused by a MEDICAL INCIDENT.
- II. There shall be no obligation to defend the INSURED against any claim or claims excluded by this endorsement regardless of whether the allegations forming the basis of the claim or claims are groundless, false or fraudulent.
- III. This Policy expressly excludes:
  - (1) any cost, expense or charge to test, monitor, clean up, remediate, remove, contain treat, detoxify, neutralize, rehabilitate, or in any way respond to or assess the effects of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description; and
  - (2) any cost, expense, charge, fine or penalty, incurred, sustained or imposed by order, direction, request or agreement of any court, governmental agency, or any civil, public or military authority.
- IV. This exclusion shall not apply to any claim or claims directly or indirectly arising out of, relating to, or in connection with the INSURED's use of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description in connection with the rendering of PROFESSIONAL HEALTH CARE SERVICES.



V. The following definition is to be applied to this exclusion:

The term "organic pathogen" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria, virus, or their byproducts such as mycotoxins, mildew, or biogenic aerosol. "Organic pathogens" include but are not limited to *Aspergillus*, *Penicillium*, *Stachybotrys Chartarum*, *Stachybotrys Atra*, *Trichodema*, and *Fusarium Memnoniella*.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **SILICA EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **Excess Health Care Providers Liability Policy**

(This exclusion shall not apply to any claim or claims arising out of the provision of Professional Health Care Services to any patient.)

This Policy shall exclude:

- 1) PERSONAL INJURIES, PROPERTY DAMAGE, injury or "potential bodily injury" arising in whole or in part, directly or indirectly, out of "silica", including but not limited to:
  - a) Inhaling, ingesting or physical exposure to "silica" directly through any goods, products, structures, real estate or land containing "silica", or:
  - b) The use of presence of "silica" in any process or operation of any type, including but not limited to construction, manufacturing, sandblasting, cleaning, drilling, farming or mining; or
  - c) The use or presence of "silica" in any good, product, structure, real estate, or land, or any component part of any good, product, structure, real estate or land; or
  - d) The manufacture, sale, transportation, handling, storage or disposal of "silica" of any goods, products, structures, real estate or land containing "silica"; or
- 2) any claim or suit arising out of or related to any disease actually or allegedly caused by, contributed to or aggravated by "silica", including but not limited to silicosis, chronic silicosis, accelerated silicosis, acute silicosis, conglomerate silicosis, any auto-immune disorder, tuberculosis, silicoproteinosis, cancer, scleroderma, emphysema, pneumoconiosis, pulmonary fibrosis, progressive massive fibrosis, any lung disease or any other ailment actually or allegedly caused by, contributed to or aggravated by "silica"; or
- 3) any costs of medical or other testing, monitoring or diagnosis arising from or related to any actual, alleged, threatened or feared PERSONAL INJURIES, PROPERTY DAMAGE, injury or "potential bodily injury" arising in whole or in part, directly or indirectly, out of "silica" or;
- 4) any costs of investigations, feasibility studies, cleaning, removal or remediation of the actual or alleged presence of "silica" in or on any goods, products structures, real estate or land.

"Silica" means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide (SiO<sub>2</sub>), crystalline silica, quartz, or non - crystalline (amorphous) silica. For the purposes of this endorsement only, "potential bodily injury" includes but is not limited to any alleged emotional or mental distress, risk of future disease, fear of contracting any disease, and all costs of medical monitoring for any disease arising from or related to exposure to "silica".

It is further agreed that Underwriters shall not have any duty to defend any "suit" against any INSURED alleging any actual, threatened or feared injury or damage arising from, related to or which would not have occurred but for "silica".

This exclusion applies regardless of whether any other cause or event contributed or is alleged to have been contributed to any actual or alleged PERSONAL INJURIES, PROPERTY DAMAGE, injury or "potential bodily injury" in any way or at any time.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**NUCLEAR INCIDENT AND RADIOACTIVE CONTAMINATION EXCLUSIONS**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

Coverage provided by this Policy is subject to the following exclusion clauses, copies of which are attached:

- (i) NUCLEAR INCIDENT EXCLUSION CLAUSE — LIABILITY — DIRECT (BROAD) (U.S.A.)  
NMA 1256.
- (ii) RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE — LIABILITY — DIRECT (U.S.A.)  
NMA 1477.

The above exclusion clauses shall not apply to Nuclear Medicine and Radiation Therapy.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**CLAIM EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

It is hereby understood and agreed that, the "Larry D. Germonprez Claim" is excluded from coverage hereunder.

All other terms and conditions of this Policy remain unchanged.

  
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Authorized Representative

Effective date of this Endorsement: 01-Mar-2012

This Endorsement is attached to and forms a part of Policy Number: W10670120301  
Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"

**EXCLUSION (III) h) IS DELETED AND REPLACED BY NEW**  
**EXCLUSION (I) m)**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

This Policy is amended in that Exclusion (III) h) of the Policy is deleted and replaced by new exclusion (I) m) as follows:-

(I) m) relating to asbestos;

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

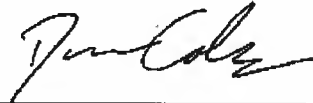
**DEFENSE COVERAGE FOR EXCLUDED CRIMINAL AND DISHONEST ACTS**  
**ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

Where a claim is excluded under this Policy due to a criminal or dishonest act of an INSURED, Underwriters agree to pay on behalf of the NAMED INSURED those reasonable defense expenses incurred by the NAMED INSURED up until the point of final adjudication of guilt or plea of no contest.

All other terms and conditions of this Policy remain unchanged.



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Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **INDIVIDUAL UNDERWRITER PARTICIPATION SPECIAL CANCELLATION PROVISION**

This endorsement modifies insurance provided under the following:

#### **Excess Health Care Providers Liability Policy**

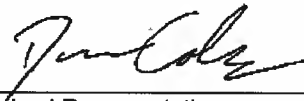
Notwithstanding anything contained herein to the contrary, it is understood and agreed that, if any of the following apply to any of the participants on this Policy:

- Change of Ownership;
- Material Change in business direction;
- Change in financial strength rating of the participant to a rating of below A- by A.M Best & Co.;

then the participation can, at the Named Insured's decision, be cancelled back to inception provided that a written request is made during the Policy Period. However, the participant will receive a pro-rata premium based upon the time that has elapsed from the inception date of the Policy to the date of receipt by the participant of written cancellation.

It is further noted and agreed that the remaining participants agree to increase their participation up to their written line with effect from inception and receive the commensurate pro-rata premium.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative



**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**FRAUDULENT CLAIM CLAUSE**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear materials is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\*NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60  
NMA 1256

All other terms and conditions of this Policy remain unchanged.

  
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Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-LiabilityDirect) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified under the Terrorism Risk Insurance Act of 2002 ("TRIA") as amended, that the you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended, which occur on or after January 1, 2008 and before the expiration of the Policy to which this notice applies. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of the State, and the Attorney General of the United States-to be a act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your existing Policy may be affected as follows:

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF THE COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION DOLLAR CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION DOLLARS. IF THE AGGREGATED INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION DOLLARS, YOUR COVERAGE MAY BE REDUCED

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THIS ACT.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

YOU HAVE THIRTY (30) DAYS TO CONSIDER THIS OFFER OF COVERAGE FOR TERRORIST ACTS AND SUBMIT THE PREMIUM. IF WE DO NOT RECEIVE THE QUOTED PREMIUM BY <DATE>, YOU WILL NOT BE COVERED FOR LOSSES ARSING FROM ACTS OF TERRORISM.

☐ I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$210,000 being for the period beginning 01-March-2010 and ending on the date of the expiration of the Policy to which this notice applies.

☒ I hereby elect to have coverage for acts of terrorism excluded from my Policy. I understand that I will have no coverage for losses arising from acts of terrorism that were previously excluded. By typing my name I affirm that this is my signature.



SIGNATURE OF AUTHORIZED REPRESENTATIVE

Bob Gualtieri

PRINTED NAME

Pinellas County Sheriff's Office  
Company

2/22/12

TitleDate

Signature should be a senior officer.

*Beasley - Medical Prof.*

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**PREMIUM PAYMENT WARRANTY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Beazley Miscellaneous Healthcare/XHCP91B**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

All premium due to the Underwriters under this Policy is paid within 30 days from the inception date of the Policy. Non-receipt of such premium by midnight (local standard time) on the premium due date, shall render this Policy void from the inception date.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**WORLDWIDE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the **OTHER CONDITIONS** section of this Policy is amended by the addition of the following:

**Q. TERRITORY**

This Insurance applies to Claims, including any lawsuit, brought anywhere in the world arising out of negligent acts, errors or omissions or MEDICAL INCIDENTS which take place anywhere in the world. Such Claims must be first made against the INSURED during the Period of the Policy or Extended Reporting Period purchased in accordance with **OTHER CONDITIONS F. and G.**

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative



**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**MINIMUM EARNED PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

If the NAMED INSURED cancels this Insurance prior to reporting any Claim under this Policy, thirty percent (30%) of the premium shall be deemed earned upon inception of the Policy, and the remaining earned premium shall be computed in accordance with the customary short rate table and procedure. If the NAMED INSURED has reported a Claim under this Policy the premium will be deemed to be fully earned.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Insurance**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause II. **DEFINITIONS, 1. INSURED** is amended to include the ADDITIONAL INSURED listed in Item 8. below for which the INSURED has assumed such person's/entities liability in a written contract or agreement (an "Additional Insured") that is also named in a claim if all of the following conditions in Items 1.-7. are met:

1. The claim against the ADDITIONAL INSURED seeks damages for which the INSURED has assumed liability;
2. This insurance applies to such liability assumed by the INSURED;
3. The obligation to defend the ADDITIONAL INSURED, has also been assumed by the INSURED in the same contract or agreement;
4. The allegations in the claim and the information known about the LOSS or MEDICAL INCIDENT are such that no conflict appears to exist between the interests of the INSURED and the interests of the ADDITIONAL INSURED;
5. The ADDITIONAL INSURED and the INSURED ask the NAMED INSURED and/or Underwriters to conduct and control the defense of that ADDITIONAL INSURED against such claim and agree that the NAMED INSURED and/or Underwriters can assign the same counsel to defend the INSURED and the ADDITIONAL INSURED;
6. The ADDITIONAL INSURED agrees in writing to:
  - a. Cooperate with the NAMED INSURED and/or Underwriters in the investigation, settlement or defense of the claim;
  - b. Immediately send the NAMED INSURED and/or Underwriters copies of any demands, notices, summonses or legal papers received in connection with the claim;
  - c. Notify any other insurer whose coverage is available to the ADDITIONAL INSURED; and
  - d. Cooperate with the NAMED INSURED and/or Underwriters with respect to coordinating other applicable insurance available to the ADDITIONAL INSURED; and
7. The ADDITIONAL INSURED provides the NAMED INSURED and/or Underwriters with written authorization to:
  - a. Obtain records and other information related to the claim; and
  - b. Conduct and control the defense of the ADDITIONAL INSURED in such claim.

8.

<b><i>Additional Insureds</i></b>	<b><i>Retroactive Date</i></b>
Pinellas County Board of Commissioners ✓	25-November-1999 ✓

Coverage will only be provided with respect to the exposure of the ADDITIONAL INSURED caused by the PROFESSIONAL HEALTHCARE SERVICES rendered by or on behalf of the NAMED INSURED occurring after the Retroactive Date set forth above.

Solely with respect to the coverage provided in this Endorsement, Item 6. of the Declarations is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: 01-Mar-2012**

**This Endorsement is attached to and forms a part of Policy Number: W10670120301**

**Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

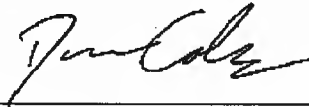
**HOMELESS SHELTER AND/OR SAFE HAVEN PROFESSIONAL HEALTHCARE SERVICES  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Excess Healthcare Providers Liability Insurance**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage provided under Clause **INSURING AGREEMENTS, 1. COVERAGE**, (II) Medical Professional Liability in this Policy applies to damages and costs and expenses incurred with respect to any claim based upon or arising out of any Homeless Shelter/Pinellas Safe Harbour Professional Healthcare Services or an employed or contracted Provider rendering or failing to render PROFESSIONAL HEALTHCARE SERVICES by or on behalf of the NAMED INSURED pursuant to a written contract.

All other terms and conditions of this Policy remain unchanged.



\_\_\_\_\_  
Authorized Representative



**LLOYD'S SECURITY SCHEDULE ✓**

Syndicate 2623	82%
Syndicate 623	18%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

**CERTIFICATE PROVISIONS**



# Lloyd's Insurance

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

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SLC-3 (USA) NMA2868 (24/08/00) Printed by the Corporation of Lloyd's.

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Underwriters.** The Correspondent is not an Underwriter hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Underwriters hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
6. It is hereby understood and agreed that wherever the word 'Policy' appears herein it shall be deemed to read 'Certificate.'



## **EXCESS HEALTH CARE PROVIDER'S LIABILITY POLICY**

THIS IS A CLAIMS MADE POLICY WITH COSTS AND EXPENSES INCLUSIVE WITHIN THE "LIMIT OF LIABILITY", (AS SET FORTH IN ITEMS 2 AND 3 OF THE DECLARATIONS) AND IS EXCESS OF "UNDERLYING AMOUNTS" (AS SET FORTH IN THE ATTACHED SCHEDULE OF UNDERLYING AMOUNTS), WHICH REQUIRE THAT COSTS AND EXPENSES ARE PAID BY THE INSURED IN ADDITION TO THE AMOUNTS SPECIFIED.

THIS IS A STAND ALONE EXCESS LIABILITY POLICY. THE TERMS AND CONDITIONS OF THIS POLICY MAY NOT BE CONSISTENT WITH THE TERMS AND CONDITIONS OF ANY POLICY WHICH THE INSURED MAY OBTAIN IN RESPECT OF ALL OR ANY PART OF THE UNDERLYING AMOUNTS.

### **THIS POLICY REQUIRES THE NAMED INSURED TO BEAR FINANCIAL RESPONSIBILITY**

N.B. Please read this Policy carefully, particularly the **REPORTING AND CLAIMS HANDLING CONDITION**, as non-compliance with this Condition may affect the coverage afforded by this Policy.

The Underwriters subscribing to this Policy (hereinafter referred to as "Underwriters") agree with the INSURED named in the Declarations, made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Proposal/Application and subject to the terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions of this Policy that:-

### **INSURING AGREEMENTS**

#### **1. COVERAGE**

In the event that a claim or claims are first made, in writing, against the INSURED during the period of this Policy, and notified in accordance with the Reporting and Claims Handling Condition of this Policy, and provided such claim or claims arise from a LOSS or MEDICAL INCIDENT happening on or after the Retroactive Date, being the date set forth in Item 6 of the Declarations, Underwriters will indemnify the INSURED for that amount of the ULTIMATE NET SUM PAYABLE which the INSURED shall be legally obligated to pay as damages:-

##### **(I) General Liabilities**

by reason of the liability imposed upon the INSURED by law, or assumed by the INSURED under contract or agreement, on account of:-

- (a) PERSONAL INJURIES,
- (b) PROPERTY DAMAGE,
- (c) ADVERTISING INJURY,

resulting from such LOSS, or



(II) Medical Professional Liability

because of injury caused by such MEDICAL INCIDENT,

but only such PERSONAL INJURIES, PROPERTY DAMAGE and ADVERTISING INJURY resulting from such LOSS, or injury caused by such MEDICAL INCIDENT, as respects the claim or claims that are first made, in writing, against the INSURED during the period of this Policy, and notified in accordance with the Reporting and Claims Handling Condition of this Policy.

In the event that the INSURED, in accordance with the Reporting and Claims Handling Condition of this Policy, gives notice of:-

- (i) a claim first made, in writing, against the INSURED during the period of this Policy or during the Extended Reporting Period of this Policy, arising out of a LOSS or MEDICAL INCIDENT, or
- (ii) a CIRCUMSTANCE,

then the INSURED and Underwriters agree that any subsequent claim which is made, in writing, against the INSURED, arising out of the same LOSS or MEDICAL INCIDENT for which notice of such claim or CIRCUMSTANCE has been given, shall be deemed to have been first made, in writing, against the INSURED during the period of this Policy.

**2. UNDERLYING AMOUNTS**

Underwriters shall only be liable in excess of the amounts as stated in the attached Schedule of Underlying Amounts (hereinafter referred to as the "Underlying Amounts"). Underwriters shall have no obligation to indemnify the INSURED unless and until the amount set forth in the attached Schedule of Underlying Amounts, as applicable to any LOSS or MEDICAL INCIDENT, has been exhausted by the actual payment of damages in respect of such LOSS or MEDICAL INCIDENT.

The Underlying Amounts shall only be reduced or exhausted by the payment of actual damages which would, except for the amount thereof, be insured by this Policy and the INSURED shall, in addition thereto, bear all costs and expenses incurred up until such time as the Underlying Amounts are exhausted. Any forgiveness by the INSURED of outstanding charges for goods or services shall also be borne by the INSURED in addition to the Underlying Amounts.

Underwriters agree that the INSURED may obtain insurance in respect of all or any part of the Underlying Amounts and the costs and expenses in addition thereto, but this Policy shall not in any way be construed to be subject to the terms, definitions, conditions and limitations of such insurance nor shall Underwriters contribute with such insurance in the event that such insurance covers PERSONAL INJURIES, PROPERTY DAMAGE and ADVERTISING INJURY resulting from a LOSS, or injury caused by a MEDICAL INCIDENT, also covered by this Policy.

**3. LIMIT OF LIABILITY OF THIS POLICY**

Regardless of the number of persons and organisations who are insured under this Policy and regardless of the number of claims made and suits brought in connection therewith, the total

limit of Underwriters' liability in respect of each LOSS or MEDICAL INCIDENT shall not exceed that amount of the ULTIMATE NET SUM PAYABLE as stated in Item 2 of the Declarations but subject always to the limit as stated in Item 3 of the Declarations in the aggregate for each ANNUAL PERIOD during the period of this Policy.

Subject always to Exclusion (I) i) of this Policy, in the event that coverage is afforded by this Policy in respect of the AUTOMOBILE LIABILITY HAZARD, AIRCRAFT LIABILITY HAZARD or WATERCRAFT LIABILITY HAZARD, such hazards shall not be subject to such aggregate limit of liability as stated in Item 3 of the Declarations.

In the event of any claim or claims first made, in writing, against the INSURED during the period of this Policy where the INSURED is seeking indemnification for both a LOSS and a MEDICAL INCIDENT, under **Coverage (I) - General Liabilities** and **Coverage (II) - Medical Professional Liability** respectively, which are attributable to the same event or interrelated events, it is understood and agreed that nothing contained herein shall be construed to increase Underwriters' limit of liability beyond the amount set forth in Item 2 of the Declarations.

In the event of reduction or exhaustion of any Underlying Amount for which an aggregate is stated, this Policy, subject to its terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions, shall:-

- 1) in the event of reduction pay the excess of such reduced Underlying Amount,
- 2) in the event of exhaustion apply in place of the exhausted Underlying Amount subject always to the terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions of this Policy.

#### **DEFINITIONS**

This Policy is subject to the following definitions:-

##### **1. INSURED**

Only the following are included in the definition of "INSURED" under this Policy:-

- (A) the NAMED INSURED, being the licensed or accredited health care facility or provider designated in Item 1(a) of the Declarations, and the NAMED INSURED shall also include, until such time as they may be sold or otherwise disposed of in any manner by, or become unaffiliated with, the NAMED INSURED:-
  - (i) all related entities designated in Item 1(c) of the Declarations; provided that for the NAMED INSURED to include any partnership or joint venture, such partnership or joint venture is specifically designated as such in Item 1(c) of the Declarations;
  - (ii) any new related entity which is created or acquired by or becomes affiliated with the NAMED INSURED subsequent to the inception date of this Policy, but coverage hereunder will not apply:-
    - (a) to PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY which is as a result of a LOSS, or injury

caused by a MEDICAL INCIDENT, happening prior to the date of such creation, acquisition or affiliation,

- (b) for a period greater than sixty days from the date of such creation, acquisition or affiliation.

However, if the NAMED INSURED shall give Underwriters notice of any such created, acquired or affiliated entity within the aforesaid period of sixty days and the NAMED INSURED shall:-

- i) pay any additional premium, and
- ii) accept such terms,

as may be required by Underwriters, then this Policy shall continue to apply to such created, acquired or affiliated entity;

- (B) any member or partner of a joint venture or partnership specifically designated as such in Item 1(a) or 1(c) of the Declarations, but only with respect to such member's or partner's liability arising out of such designated joint venture or partnership;
- (C) **under Coverage (I) - General Liabilities only**, any person or entity to whom the NAMED INSURED is contractually obligated to provide such coverage as is afforded by this Policy;
- (D) any organisation or proprietor with respect to real estate management for the NAMED INSURED;
- (E) any partner, executive officer, hospital administrator, member of a NAMED INSURED which is a not-for-profit corporation, stockholder or member of the board of directors, trustees or governors of the NAMED INSURED, whilst acting within the scope of their duties as such;
- (F) any student or volunteer of the NAMED INSURED, whilst acting within the scope of that person's duties as such;
- (G) any EMPLOYEE of the NAMED INSURED, except an intern, resident or a licensed physician acting as such, whilst acting within the scope of the EMPLOYEE's duties as such;
- (H) any intern or resident who is an EMPLOYEE of the NAMED INSURED, whilst rendering, or failing to render, PROFESSIONAL HEALTH CARE SERVICES at the FACILITIES OF THE NAMED INSURED, but only whilst acting within the scope of that person's duties as such;
- (I) any licensed physician, acting as such, who is an EMPLOYEE of the NAMED INSURED, under a written employment contract or whose status as an EMPLOYEE can be verified by other documents existing at the time of rendering, or failing to render, PROFESSIONAL HEALTH CARE SERVICES, but only with respect to PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, at the FACILITIES OF THE

NAMED INSURED and within the scope of the employed physician's duties as such;

- (J) any member of a formal accreditation, standards review or similar professional board or committee of the NAMED INSURED, or any person charged with the duty of executing the directives of such professional board or committee, or any person communicating information to such professional board or committee; but only whilst acting within the scope of that member's or person's duties as such;
- (K) any person referred to in (E) through (J) above, whilst performing GOOD SAMARITAN ACTS;
- (L) any person who, at the time of a LOSS or a MEDICAL INCIDENT happening, would have qualified as an INSURED under sub-paragraphs (E) through (K) above had this Policy been in force at the time of such LOSS or MEDICAL INCIDENT; provided always that such LOSS or MEDICAL INCIDENT happened on or after the Retroactive Date, being the date set forth in Item 6 of the Declarations.

## **2. PERSONAL INJURIES**

The words "PERSONAL INJURIES", wherever used in this Policy, mean:-

- a) physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, emotional upset, shock, sickness, disease or disability;
- b) false arrest, false imprisonment, wrongful eviction, detention or malicious prosecution;
- c) libel, slander, defamation of character or any invasion of right of privacy, unless arising out of any advertising activities.

## **3. PROPERTY DAMAGE**

The words "PROPERTY DAMAGE", wherever used in this Policy, mean:-

- a) physical injury to or destruction of tangible property including the loss of use thereof resulting therefrom;
- b) loss of use of tangible property which has not been physically injured or destroyed.

## **4. ADVERTISING INJURY**

The words "ADVERTISING INJURY", wherever used in this Policy, mean injury arising out of an offense committed in the course of the INSURED's advertising activities, if such injury arises out of:-

- a) libel, slander or defamation;
- b) infringement of copyright or of title or of slogan;

- c) piracy or unfair competition or idea misappropriation under an implied contract;
- d) invasion of right of privacy.

**5. MEDICAL INCIDENT**

The words "MEDICAL INCIDENT", wherever used in this Policy, mean any act, error or omission in the rendering of, or failure to render, PROFESSIONAL HEALTH CARE SERVICES at the FACILITIES OF THE NAMED INSURED.

All related acts, errors or omissions in the rendering of, or failures to render, PROFESSIONAL HEALTH CARE SERVICES to any one person shall be considered one MEDICAL INCIDENT.

If a MEDICAL INCIDENT arises from a series of related PROFESSIONAL HEALTH CARE SERVICES, such MEDICAL INCIDENT will be deemed to have happened at the time of the first act, error or omission which causes injury in respect of which the INSURED may be legally obligated to pay damages.

**6. LOSS**

The word "LOSS", wherever used in this Policy, means an accident, including continuous or repeated exposure to the same general harmful conditions, but LOSS shall not include a MEDICAL INCIDENT.

**7. CIRCUMSTANCE**

The word "CIRCUMSTANCE", wherever used in this Policy, means a LOSS, or a MEDICAL INCIDENT, happening on or after the Retroactive Date, being the date set forth in Item 6 of the Declarations, but prior to the expiration date of this Policy which, although it has not yet resulted in a claim or claims being made, in writing, against the INSURED for damages on account of PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY as respects such LOSS, or injury caused by such MEDICAL INCIDENT, appears likely to the INSURED to result in a claim or claims being made against the INSURED at some future date.

**8. PROFESSIONAL HEALTH CARE SERVICES**

The words "PROFESSIONAL HEALTH CARE SERVICES", wherever used in this Policy, mean:-

- (a) services performed by an INSURED at the FACILITIES OF THE NAMED INSURED in the treatment and/or care of any patient, and shall include:-
  - (i) medical, surgical, dental, nursing, or other professional care or services to any person including the person inflicting the injury;
  - (ii) the furnishing of food, beverages, medications or appliances in connection with such services;
  - (iii) the furnishing or dispensing of drugs, blood, blood products and medical, surgical, or dental supplies and appliances;

- (iv) the handling of, or performing post-mortem examinations on, human bodies;
  - (v) education and training conducted by an INSURED which results in injury caused or alleged to have been caused by a deficiency or defect in the education or training of any person by the INSURED;
  - (vi) research and development conducted by an INSURED which results in injury caused or alleged to have been caused by a deficiency or defect in the conduct or the reported results of such research or development; or
- (b) service by an INSURED, as a member of a formal accreditation, standards review or similar professional board or committee of the NAMED INSURED, or whilst charged with the duty of executing the directives of such professional board or committee, or whilst communicating information to such professional board or committee.

**9. PATIENT**

The word "PATIENT", wherever used in this Policy, means any person or human body at or in the course of transit to or from the FACILITIES OF THE NAMED INSURED for the purpose of receiving those PROFESSIONAL HEALTH CARE SERVICES described in subparagraph (a) of Definition 8.

**10. EMPLOYEE**

The word "EMPLOYEE", wherever used in this Policy, means:-

- (i) any individual, other than a licensed physician, who has been hired by the NAMED INSURED to perform services either on a full time or part time basis and to whom wages or salary are paid and on whose behalf federal, state or local taxes are withheld and for whom benefits are provided pursuant to the applicable workers' compensation law; or
- (ii) a licensed physician employed by the NAMED INSURED under a written contract of employment or whose status as an employee can be verified by other documents existing at the time PROFESSIONAL HEALTH CARE SERVICES are rendered, or fail to be rendered, by such licensed physician at the FACILITIES OF THE NAMED INSURED.

**11. MANAGED FACILITIES**

The words "MANAGED FACILITIES", wherever used in this Policy, mean any hospital or other facility, providing PROFESSIONAL HEALTH CARE SERVICES, which is not a NAMED INSURED, to which the INSURED provides any management, administrative or supervisory services whether pursuant to contract or otherwise.

**12. FACILITIES OF THE NAMED INSURED**

The words "FACILITIES OF THE NAMED INSURED", wherever used in this Policy, mean all locations at which PROFESSIONAL HEALTH CARE SERVICES are rendered, or fail to be rendered, by any INSURED, acting within the scope of that person's duties to the NAMED

INSURED, pursuant to the express direction or authority of the NAMED INSURED, or as GOOD SAMARITAN ACTS. Such locations may include remote offices or clinics owned or leased by the NAMED INSURED, the residence of any PATIENT or the site of an accident, medical crisis or disaster.

However, except as respects GOOD SAMARITAN ACTS, FACILITIES OF THE NAMED INSURED shall not include the premises of any hospital, clinic, physician office, residential nursing facility or health care provider which is not owned or leased by the NAMED INSURED.

**13. GOOD SAMARITAN ACTS**

The words "GOOD SAMARITAN ACTS", wherever used in this Policy, mean those services performed by the INSURED in rendering, or failing to render, without remuneration, emergency treatment at the scene of an accident, medical crisis or disaster.

**14. ULTIMATE NET SUM PAYABLE**

The words "ULTIMATE NET SUM PAYABLE", wherever used in this Policy, mean the total sum the INSURED is obligated to pay, either through adjudication or compromise, as damages in respect of any LOSS or MEDICAL INCIDENT that would, in accordance with the terms, Declarations, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling Condition and Other Conditions of this Policy, be covered by this Policy including investigation, adjustment, appraisal, legal, appeal and defense costs paid or incurred by the INSURED or paid or incurred by Underwriters on behalf of the INSURED.

The following shall not be included within the meaning of ULTIMATE NET SUM PAYABLE:-

- (a) such costs and any other expenses which the INSURED or any insurer has paid or incurred or is obligated to pay as respects the Underlying Amounts;
- (b) salaries or other remuneration of the INSURED's or any insurers' employees.

**15. PRODUCTS LIABILITY HAZARD**

The words "PRODUCTS LIABILITY HAZARD", wherever used in this Policy, mean PERSONAL INJURIES and PROPERTY DAMAGE arising out of the INSURED'S PRODUCTS or reliance upon a representation or warranty made at any time with respect thereto, but only if the PERSONAL INJURIES or PROPERTY DAMAGE occurs away from premises owned by or rented to the NAMED INSURED and after physical possession of such products has been relinquished to others.

However, the PRODUCTS LIABILITY HAZARD shall not include any injury resulting from PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, to any PATIENT.

**16. INSURED'S PRODUCTS**

The words "INSURED'S PRODUCTS", wherever used in this Policy, mean goods or products manufactured, sold, handled or distributed by the INSURED or by others trading under their name, including any container thereof (other than a vehicle) but "INSURED'S

PRODUCTS" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

#### **17. COMPLETED OPERATIONS LIABILITY HAZARD**

The words "COMPLETED OPERATIONS LIABILITY HAZARD", wherever used in this Policy, mean PERSONAL INJURIES and PROPERTY DAMAGE arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the PERSONAL INJURIES or PROPERTY DAMAGE occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the INSURED.

"Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:-

- (a) when all operations to be performed by or on behalf of the INSURED under the contract have been completed,
- (b) when all operations to be performed by or on behalf of the INSURED at the site of the operations have been completed,
- (c) when the portion of the work out of which the PERSONAL INJURIES or PROPERTY DAMAGE arises has been put to its intended use by any person or organisation other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise completed, shall be deemed completed.

The COMPLETED OPERATIONS LIABILITY HAZARD shall not include:-

- (i) PERSONAL INJURIES or PROPERTY DAMAGE arising out of:-
  - (a) operations in connection with the transportation of property, unless the PERSONAL INJURIES or PROPERTY DAMAGE arises out of a condition in or on a vehicle created by the loading or unloading thereof,
  - (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (ii) any injury resulting from PROFESSIONAL HEALTH CARE SERVICES.

#### **18. EMPLOYERS LIABILITY HAZARD**

The words "EMPLOYERS LIABILITY HAZARD", wherever used in this Policy, mean those PERSONAL INJURIES, as defined in sub-paragraph (a) of Definition 2, sustained by any EMPLOYEE in the course of their employment by the INSURED, but shall not include any injury sustained by an EMPLOYEE as a recipient of PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, by any other INSURED.

#### **19. AUTOMOBILE LIABILITY HAZARD**

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The words "AUTOMOBILE LIABILITY HAZARD", wherever used in this Policy, mean liability arising out of the maintenance, operation or use of any AUTOMOBILE by the INSURED, other than the loading or unloading of any PATIENT into, onto or from, or PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, within, any AUTOMOBILE.

**20. AUTOMOBILE**

The word "AUTOMOBILE", wherever used in this Policy, means any land motor vehicle, trailer or semi-trailer, designed for use on public roads.

**21. AIRCRAFT LIABILITY HAZARD**

The words "AIRCRAFT LIABILITY HAZARD", wherever used in this Policy, mean liability arising out of the maintenance, operation or use of any aircraft, other than the loading or unloading of any PATIENT into, onto or from, or PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, aboard, any aircraft.

**22. HELIPAD LIABILITY HAZARD**

The words "HELIPAD LIABILITY HAZARD", wherever used in this Policy, mean liability arising out of the maintenance, operation or use of any helipad, other than the loading or unloading of any PATIENT, or PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, at such helipad.

**23. WATERCRAFT LIABILITY HAZARD**

The words "WATERCRAFT LIABILITY HAZARD", wherever used in this Policy, mean liability arising out of the maintenance, operation or use of any watercraft, other than the loading or unloading of any PATIENT into, onto or from, or PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, aboard, any watercraft.

**24. ANNUAL PERIOD**

The words "ANNUAL PERIOD", wherever used in this Policy, mean the period set forth in Item 4 of the Declarations.

**EXCLUSIONS**

**(I) As respects Coverage (I) - General Liabilities, this Policy shall not apply to any claim or claims:-**

- a) arising out of any obligation for which the INSURED and any company as their insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or any similar law, provided, however, that this Exclusion does not apply to liability of others assumed by the NAMED INSURED under contract or agreement;
- b) relating to PROPERTY DAMAGE to property owned by, or leased by others to, the INSURED;

- c) relating to loss of use of tangible property which has not been physically injured or destroyed resulting from:-
  - (1) a delay in or lack of performance by or on behalf of the INSURED of any contract or agreement, or
  - (2) the failure of the INSURED'S PRODUCTS or work performed by or on behalf of the INSURED to meet the level of performance, quality, fitness or durability warranted or represented by the INSURED, but this Exclusion shall not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the INSURED'S PRODUCTS or work performed by or on behalf of the INSURED after such products or work have been put to use by any person or organisation other than the INSURED;
- d) relating to PROPERTY DAMAGE to the INSURED'S PRODUCTS arising out of such products or any part of such products;
- e) relating to PROPERTY DAMAGE to work performed by or on behalf of the INSURED arising out of such work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- f) arising out of the withdrawal, inspection, repair, replacement, or loss of use of the INSURED'S PRODUCTS or work completed by or for the INSURED or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use;
- g) relating to ADVERTISING INJURY as a consequence of:-
  - (1) failure of performance of contract, but this Exclusion does not apply to the unauthorised appropriation of ideas based upon alleged breach of an implied contract, or
  - (2) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - (3) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- h) relating to the Human Immuno Deficiency Virus (HIV); the Acquired Immune Deficiency Syndrome Related Complex (ARC); the Acquired Immune Deficiency Syndrome (AIDS); or any virus, complex or syndrome that is related to the foregoing;
- i) relating to the EMPLOYERS LIABILITY HAZARD, AUTOMOBILE LIABILITY HAZARD, AIRCRAFT LIABILITY HAZARD, HELIPAD LIABILITY HAZARD or WATERCRAFT LIABILITY HAZARD, except this Exclusion shall not apply to each such hazard for which a specific Underlying Amount is scheduled in the attached Schedule of Underlying Amounts;
- j) made against any INSURED by any other INSURED hereunder, but this Exclusion shall not apply:-

- (1) to PERSONAL INJURIES sustained by any EMPLOYEE in the course of their employment by the INSURED;
- (2) subject always to Exclusion (III) e), to students or voluntary workers but only as respects claims made by said students or voluntary workers against a NAMED INSURED;
- k) relating to any PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY resulting from the rendering of, or failing to render, PROFESSIONAL HEALTH CARE SERVICES;

**(II) As respects Coverage (II) - Medical Professional Liability, this Policy shall not apply to any claim or claims:-**

- a) arising out of any obligation for which the INSURED and any company as their insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or any similar law;
- b) arising out of any liability of others assumed by the INSURED under contract or agreement; but this Exclusion shall not apply to any liability which in the absence of such contract or agreement would otherwise have been insured by this Policy;
- c) made against any licensed physician unless such claim or claims arise out of PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, by such physician acting within the scope of their duties as an INSURED under this Policy;
- d) made against any INSURED, except the NAMED INSURED, arising out of the acts, errors or omissions of any person employed by such INSURED, unless such person is also an INSURED under this Policy;
- e) made against any INSURED arising out of any MEDICAL INCIDENT which results from the rendering of, or failing to render, PROFESSIONAL HEALTH CARE SERVICES by such INSURED whilst under the influence of alcohol or drugs;
- f) arising out of a "Wrongful Act";

The words "Wrongful Act", where used in this Exclusion, mean any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the "Directors or Officers", individually or collectively, in the discharge of their duties solely in their capacity as "Directors or Officers" of the NAMED INSURED.

The words "Directors or Officers", wherever used in this Exclusion, mean any partner, executive officer, hospital administrator, member of a NAMED INSURED which is a not-for-profit corporation, stockholder or member of the board of directors, trustees or governors of the NAMED INSURED.

- g) relating to the PRODUCTS LIABILITY HAZARD, COMPLETED OPERATIONS LIABILITY HAZARD, EMPLOYERS LIABILITY HAZARD, AUTOMOBILE

LIABILITY HAZARD, AIRCRAFT LIABILITY HAZARD, HELIPAD LIABILITY HAZARD or WATERCRAFT LIABILITY HAZARD;

h) made against any INSURED by any other INSURED hereunder, but this Exclusion shall not apply to injury sustained by any INSURED as a recipient of PROFESSIONAL HEALTH CARE SERVICES rendered, or failing to be rendered, by any other INSURED;

i) relating to any injury unless caused by a MEDICAL INCIDENT;

**(III) As respects both Coverage (I) - General Liabilities and Coverage (II) - Medical Professional Liability, this Policy shall not apply to any claim or claims:-**

a) arising out of the conduct of any partnership or joint venture of which the INSURED is a partner or member and which is not specifically designated in this Policy as a NAMED INSURED;

b) for fines, penalties, punitive damages or exemplary damages;

c) arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, color, national origin, religion, age or sex;

d) arising out of any liability of the INSURED directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, but this Exclusion shall not apply to PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY as a result of a LOSS, or injury caused by a MEDICAL INCIDENT, happening in the United States of America, its territories or possessions, or Canada;

e) made against any INSURED by any present or former student, trainee, intern or resident arising out of:-

(1) the granting of or failure to grant any diploma, degree, certificate, award, qualification, reference or recommendation by an INSURED; or

(2) any wrongful or inadequate training or instruction provided by the INSURED;

f) made against any INSURED arising out of any MANAGED FACILITIES;

g) made against any INSURED as owner, proprietor, superintendent or executive officer of any hospital, sanitarium, dispensary or clinic with bed and board facilities, laboratory or other business enterprise, which is not the NAMED INSURED;

h) relating to asbestos;

- i) (1) relating to any liability arising out of the actual, alleged or threatened discharge, dispersal, release or escape of "Pollutants"; but this Exclusion shall not apply to PERSONAL INJURIES sustained by any PATIENT;
- (2) relating to any liability to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "Pollutants", whether or not any of the foregoing are or should be performed by the INSURED or by others;

The word "Pollutants", wherever used in this Exclusion, means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- j) relating to PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY which results from a LOSS, or injury caused by a MEDICAL INCIDENT, happening prior to the Retroactive Date, being the date set forth in Item 6 of the Declarations;
- k) arising out of or relating to any LOSS, MEDICAL INCIDENT or CIRCUMSTANCE notified to any insurer or attached to any insurance policy effected prior to the inception date of this Policy;
- l) made against any INSURED as a result of PERSONAL INJURIES, PROPERTY DAMAGE or ADVERTISING INJURY expected or intended by such INSURED, but this Exclusion shall not apply in respect of those PERSONAL INJURIES resulting from the use of reasonable force to protect any person or property from injury or damage.

#### **REPORTING AND CLAIMS HANDLING CONDITION**

It is a condition of the INSURED's right to indemnity under this Policy that the INSURED comply with the claims reporting and handling requirements of this Policy.

##### **1. Notice**

###### **(A) Loss Summaries Bordereau**

**Subject always to the terms, Declarations, Insuring Agreements, Definitions, Exclusions, this Reporting and Claims Handling Condition and Other Conditions of this Policy, to effect coverage under this Policy in respect of any Claim or CIRCUMSTANCE, and allow for the reduction or exhaustion of the applicable Underlying Amount for which an aggregate is stated, written notice of such Claim or CIRCUMSTANCE should be sent, by registered or certified mail, during the period of this Policy, but in no event later than sixty days after the expiration date of this Policy.**

Notice of such Claims and CIRCUMSTANCES should be sent, using the attached Loss Summaries Bordereau (Exhibit A), to the entity designated in Item 10 of the Declarations (hereinafter referred to as Underwriters' Representative).

The INSURED shall submit a supplemental Loss Summaries Bordereau to

Underwriters' Representative annually thereafter, reflecting new information, or the lack thereof, until all liability under this Policy has been satisfied.

If the INSURED have exercised their right to the Extended Reporting Period, as provided for by Conditions F or G of this Policy, then such written notice must be sent prior to the expiration of such Extended Reporting Period.

In the event that such written notice is sent, as aforesaid, within such period of sixty days after the expiration date of this Policy, or during the Extended Reporting Period, such notice shall be deemed to have been sent on the last day of the period of this Policy.

It is noted that, unless a CIRCUMSTANCE meets the criteria set forth in subparagraphs (B)(i), (ii) or (iii) below, notice of a CIRCUMSTANCE under this Policy is an **option for the INSURED** and not an obligation.

**(B) Individual Loss Advice Forms**

In addition to the written notice of any such Claim or CIRCUMSTANCE, as specified in the preceding paragraphs, the INSURED shall promptly submit to Underwriters' Representative detailed written information regarding each Claim or CIRCUMSTANCE that meets one or more of the following criteria during the period of this Policy:-

- (i) those reserved by the INSURED, or any insurer, for an amount equal to or greater than fifty per cent of the Underlying Amount applicable to such Claim or CIRCUMSTANCE;
- (ii) those involving any of the following injuries or omissions of which the INSURED becomes aware:-
  - a) death,
  - b) brain damage or neurological deficit,
  - c) paralysis or nerve injury,
  - d) total or partial loss of limb(s), or loss of the use of limb(s),
  - e) impairment or loss of sight, hearing, taste, touch or smell,
  - f) failure to diagnose resulting in radiation therapy, chemotherapy or other continuous treatment,
  - g) Human Immuno Deficiency Virus (HIV), Acquired Immune Deficiency Related Complex (ARC), Acquired Immune Deficiency Syndrome (AIDS) or any related virus, complex or syndrome;
- (iii) those about which the INSURED has information reasonably to believe may, assuming liability, involve this Policy.

This additional information must be submitted to Underwriters' Representative using the attached Loss Advice Form. A supplemental Loss Advice Form must be submitted at least every six months for those Claims and CIRCUMSTANCES on which notice has been given, highlighting new information, or the lack thereof.

In the event of any Claim or CIRCUMSTANCE for which notice has been given using a Loss Summaries Bordereau and which, at the time of such notice, did not meet the criteria set forth in sub-paragraphs (B)(i), (ii) or (iii) above, should such Claim or CIRCUMSTANCE subsequently meet such criteria, the INSURED shall promptly submit a Loss Advice Form for such Claim or CIRCUMSTANCE.

## **2. Claim**

**As used in this Reporting and Claims Handling Condition only, the word "Claim" means:-**

- i) any Claim first made, in writing, against the INSURED during the period of this Policy, or during any Extended Reporting Period as provided for by Conditions F and G of this Policy;
- ii) any demand for compensation or services first made, in writing, by any person against the INSURED during the period of this Policy, or during any Extended Reporting Period as provided for by Conditions F and G of this Policy.

## **3. Defense, Settlement and Co-operation**

Underwriters have no obligation, and shall not be called upon, to assume charge of the investigation, defense or settlement of any Claim or CIRCUMSTANCE, but Underwriters shall have the right and shall be afforded the opportunity to associate with the INSURED in the control and defense of any Claim or CIRCUMSTANCE involving this Policy or the Underlying Amounts.

The INSURED and the Underwriters' Representative shall consult and concur in the selection of counsel to defend any Claim which is first made, in writing, against the INSURED during the period of this Policy, or during any Extended Reporting Period as provided for by Conditions F and G of this Policy, and which may involve this Policy or the Underlying Amounts. The INSURED and their defense counsel shall co-operate with the Underwriters' Representative and afford him access to defense counsel files and the opportunity to discuss the status, evaluation and strategy with defense counsel.

The INSURED agrees to act in good faith and with reasonable care to avoid damages exceeding the Underlying Amounts. When it appears that the amount of settlement or judgment on any Claim may involve the Limit of Liability of this Policy, the INSURED will immediately inform the Underwriters' Representative, who will be afforded the opportunity to participate directly in settlement negotiations.

## **4. Claims Review**

The Underwriters' Representative shall conduct a review, on behalf of Underwriters, of the INSURED's Claims and claims handling procedures.

This review shall be carried out at such times as specified by Underwriters, and will normally include a visit to the INSURED's claims operation. The INSURED shall afford the

Underwriters' Representative full co-operation and make available all information required by the Underwriters' Representative. The INSURED shall also allow the Underwriters' Representative such access to the INSURED's records and personnel as may be necessary.

Loss Advice Forms and interim Loss Summaries Bordereaux should be submitted to the Underwriters' Representative by the INSURED prior to each such review by Underwriters' Representative.

Underwriters may waive any of the reporting requirements contained in this Policy which Underwriters determine to be unduly burdensome upon the INSURED. Underwriters may also request additional or alternative information, which shall be supplied by the INSURED.

The INSURED agrees that the availability of full information is material to the risk undertaken by Underwriters and is essential to the coverage afforded by this Policy.

### **OTHER CONDITIONS**

This Policy is subject to the following additional Conditions:-

#### **A. PREMIUM**

Unless otherwise provided for, the premium for this Policy, as set forth in Item 11 of the Declarations, is a flat premium and not subject to adjustment except as provided in Definition 1(A)(ii)(b) and Condition N of this Policy.

#### **B. INSPECTION AND AUDIT**

Underwriters shall be permitted, but not obligated, to inspect the INSURED's property and operations at any time. Neither Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the INSURED or others, to determine or warrant that such property or operations are safe.

Underwriters may examine and audit the INSURED's books and records at any time as far as they relate to the subject matter of this insurance or the Underlying Amounts.

#### **C. JCAHO ACCREDITATION**

It is a condition of the coverage afforded under this Policy that the health care facilities of the NAMED INSURED shall be accredited by the Joint Commission on Accreditation of Healthcare Organisations ("JCAHO"). The INSURED hereby warrant that they are accredited by JCAHO, either fully and unconditionally or subject to one or more contingencies, as of the inception date of this Policy.

If during the period of this Policy the INSURED's accreditation status is altered by withdrawal, revocation, denial, suspension, non-renewal, lapse, whether such alteration represents a final decision by the JCAHO or involves or results from the INSURED's voluntary relinquishment of their accreditation status, the INSURED shall give written notice of such change to Underwriters within thirty days of its becoming effective, such notice to be given as provided in Item 5 of the Declarations.

Following receipt of such notice, Underwriters may elect, at their sole option, to revise any terms, Insuring Agreements, Definitions, Exclusions, Reporting and Claims Handling



Condition or Other Conditions of this Policy with effect from such date. Such action does not waive Underwriters' option to invoke the provisions of Condition N of this Policy.

**D. MAINTENANCE OF TRUST FUND OR OTHER SECURITY**

The INSURED shall maintain any trust fund or other security as described in the INSURED's Proposal/Application. Payment from such trust fund or other security shall be used solely for the payment of damages and expenses within the terms of any Self Insurance Program as described in the INSURED's Proposal/Application. Such trust fund or other security shall not be liquidated, reduced or otherwise disbursed for any other purpose without the express written consent of Underwriters, such consent not to be unreasonably withheld.

Nothing contained herein shall be construed to amend the provisions of any Insuring Agreement or Condition of this Policy.

**E. INCORPORATION OF PROPOSAL/APPLICATION**

The INSURED agree that the statements contained in the Proposal/Application attached to this Policy, and underwriting information submitted therewith, are their representations, that such representations are material to the risk undertaken by Underwriters, and this Policy is issued and continued in force by Underwriters in reliance upon the accuracy of such representations. The Proposal/Application attached hereto is incorporated in and constitutes a part of this Policy, which Policy, together with the underwriting information submitted with the Proposal/Application, contains the entire agreement between the INSURED and Underwriters, the terms of which shall not be modified or waived except on the express written authority of Underwriters.

**F. EXTENDED REPORTING PERIOD**

**Cancellation, non-renewal or imposition of exclusion(s) by Underwriters**

In the event that Underwriters:-

- a) cancel or refuse to renew this Policy for reasons other than the INSURED's non-payment of premium or non-compliance with the terms or conditions of this Policy, or
- b) agree to the renewal or replacement of this Policy but require to impose exclusion(s) that are not contained in this Policy,

then the INSURED shall have the right to extend the coverage granted by this Policy for a further period of thirty-six months. However this Condition F shall only apply:-

- i) to claims first made, in writing, against the INSURED during the aforesaid thirty-six month period, and notified in accordance with the Reporting and Claims Handling Condition of this Policy, that result from a LOSS, or a MEDICAL INCIDENT, happening prior to the date on which said thirty-six month period commenced, and
- ii) in the event the INSURED exercise their right of extension for b) above, to the coverage that has been excluded by virtue of such Exclusion(s).

For the purposes of this Condition F a change in premium, terms, conditions or exclusions shall not constitute a refusal to renew.

The refusal to renew by any Co-Insuring Underwriter shall not constitute a refusal to renew on the part of any Underwriter who has offered renewal of this Policy.

This right of extension must be exercised by the NAMED INSURED, by giving notice, in writing, sent by registered or certified mail, to the entity designated in Item 5 of the Declarations not later than sixty days after the expiration date or the termination date, as provided for under this Condition F. If the NAMED INSURED fails to exercise this right within such sixty days the INSURED shall not at a later date be able to exercise such right.

This Condition F shall not operate to extend the aggregate limit of Underwriters' liability, as set forth in Item 3 of the Declarations, for the last ANNUAL PERIOD prior to this Condition F being invoked; such aggregate limit as a consequence shall apply to the last ANNUAL PERIOD and the Extended Reporting Period of this Policy combined. For the purposes of this Condition F the last ANNUAL PERIOD, if Underwriters cancel this Policy, shall be the ANNUAL PERIOD in which Underwriters cancel this Policy.

This Condition F shall not operate to extend the period of this Policy.

If the INSURED extends the coverage granted by this Policy in accordance with this Condition F, Underwriters shall not be able to cancel this extension of coverage.

#### **G. EXTENDED REPORTING PERIOD**

##### **Cancellation or non-renewal by the Named Insured**

In the event that the NAMED INSURED shall cancel or decline to renew this Policy the INSURED shall, in consideration of the payment of the additional premium specified in Item 12 of the Declarations, have the right to extend the coverage granted by this Policy for a further period of twelve months. However, this right to extend the coverage granted by this Policy shall only apply to claims first made, in writing, against the INSURED during the aforesaid twelve month period, and notified in accordance with the Reporting and Claims Handling Condition of this Policy, that result from a LOSS, or a MEDICAL INCIDENT, happening prior to the date on which said twelve month period commenced.

This right of extension must be exercised by the NAMED INSURED by giving notice, in writing, sent by registered or certified mail, to the entity designated in Item 5 of the Declarations, prior to the cancellation or expiration date of this Policy. The additional premium in respect of this extension is due and payable within 30 days subsequent to the cancellation or expiration date of this Policy. If the NAMED INSURED fails to exercise this right prior to the cancellation or expiration date as aforesaid or fails to pay such additional premium when due, the INSURED's right to this extension shall be rendered null and void.

This Condition G shall not operate to extend the aggregate limit of Underwriters' liability, as set forth in Item 3 of the Declarations, for the last ANNUAL PERIOD prior to this extension being invoked; such aggregate limit as a consequence shall apply to the last ANNUAL PERIOD and the period of this extension combined. For the purposes of this Condition G the last ANNUAL PERIOD, if the NAMED INSURED cancels this Policy, shall be the ANNUAL PERIOD in which the NAMED INSURED cancels this Policy.

This Condition G shall not operate to extend the period of this Policy.

If the INSURED extends the coverage granted by this Policy in accordance with this Condition G, Underwriters shall not be able to cancel this extension of coverage.

**H. APPEALS**

In the event the INSURED elects not to appeal a judgment in excess of the Underlying Amounts, Underwriters may elect to make such appeal at Underwriters' own cost and expense and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, as are incurred as a result of such election, but in no event shall the liability of Underwriters for the ULTIMATE NET SUM PAYABLE exceed the limits of liability as set forth in Insuring Agreement 3.

**I. LOSS OR MEDICAL INCIDENT PAYABLE**

Liability under this Policy with respect to any LOSS or MEDICAL INCIDENT shall not attach unless and until the Underlying Amount applicable to such LOSS or MEDICAL INCIDENT has been satisfied by the actual payment of damages in respect of such LOSS or MEDICAL INCIDENT. The INSURED shall make a request to the entity designated in Item 5 of the Declarations for indemnification in respect of any LOSS or MEDICAL INCIDENT for which Underwriters may be liable under this Policy within the twelve months after the INSURED shall have paid an amount of the ULTIMATE NET SUM PAYABLE in excess of the applicable Underlying Amount. Such amount shall be due and payable within ninety days after it is respectively claimed and proven in conformity with this Policy.

**J. OTHER INSURANCE**

If other valid and collectible insurance is available to the INSURED covering a LOSS or MEDICAL INCIDENT also covered by this Policy, other than insurance that is specifically stated to be in excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, definitions, conditions and limitations of any other insurance.

**K. SUBROGATION**

In the event of any payment hereunder, Underwriters will act in concert with all other interests (including the INSURED) concerned in the exercise of rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the INSURED) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the INSURED) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the INSURED) concerned, in the ratio of their respective recoveries as finally settled.

**L. CHANGES**

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this Policy or estop Underwriters from asserting any right under this Policy; nor shall

this Policy be altered, waived or changed, except by endorsement issued to form a part hereof signed by Underwriters.

**M. ASSIGNMENT**

Assignment of interest under this Policy shall not bind Underwriters unless and until their consent is endorsed hereon.

**N. CANCELLATION**

This Policy may be cancelled by the NAMED INSURED or by Underwriters or by the entity designated in Item 5 of the Declarations on behalf of Underwriters, by sending by registered or certified mail notice to the other party stating when, not less than sixty days thereafter, cancellation shall be effective. However in the event of non-payment of premium by the INSURED this Policy may be cancelled by Underwriters or by the entity designated in Item 5 of the Declarations on behalf of Underwriters by sending by registered or certified mail notice to the NAMED INSURED stating when, not less than ten days thereafter, cancellation shall be effective.

The mailing of notice as aforesaid by Underwriters or by the entity designated in Item 5 of the Declarations to the NAMED INSURED at the address shown in this Policy shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the NAMED INSURED or by Underwriters or by the entity designated in Item 5 of the Declarations shall be equivalent to mailing.

In the event that this Policy is cancelled, as aforesaid, the expiration date of this Policy shall be the effective date of such cancellation.

If this Policy shall be cancelled by the NAMED INSURED Underwriters shall retain the short rate proportion of the premium for the period this Policy has been in force, calculated in accordance with the Short Rate Cancellation Table. If this Policy shall be cancelled by Underwriters or by the entity designated in Item 5 of the Declarations, Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by Underwriters or by the entity designated in Item 5 of the Declarations shall be effective even though Underwriters make no payment or tender of return premium with such notice.

**O. CURRENCY AND PAYMENT OF PREMIUM**

The premiums and losses under this Policy are payable in the currency stated in Item 7 of the Declarations. Payment of premiums shall be made as stated in Item 8 of the Declarations.

**P. SERVICE OF SUIT**

In the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the INSURED, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Condition constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

Service of process in such suit may be made upon the person(s) or firm named in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person(s) or firm named in Item 9 of the Declarations are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the INSURED to give a written undertaking to the INSURED that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the INSURED or any beneficiary hereunder arising out of this Policy, and hereby designate the person(s) or firm named in Item 9 of the Declarations as the person to whom the said officer is authorised to mail such process or a true copy thereof.

#### SHORT RATE CANCELLATION TABLE

A. For insurance written for one year:-

Days Insurance In Force	Percent of One Year Premium	Days Insurance In Force	Percent of One Year Premium
1 .....	5	154 - 156 .....	53
2 .....	6	157 - 160 .....	54
3 - 4 .....	7	161 - 164 .....	55
5 - 6 .....	8	165 - 167 .....	56
7 - 8 .....	9	168 - 171 .....	57
9 - 10 .....	10	172 - 175 .....	58
11 - 12 .....	11	176 - 178 .....	59
13 - 14 .....	12	179 - 182 (6 Months) ..	60
15 - 16 .....	13	183 - 187 .....	61
17 - 18 .....	14	188 - 191 .....	62
19 - 20 .....	15	192 - 196 .....	63
21 - 22 .....	16	197 - 200 .....	64
23 - 25 .....	17	201 - 205 .....	65
26 - 29 .....	18	206 - 209 .....	66
30 - 32 (1 Month) .....	19	210 - 214 (7 Months) ....	67
33 - 36 .....	20	215 - 218 .....	68
37 - 40 .....	21	219 - 223 .....	69
41 - 43 .....	22	224 - 228 .....	70
44 - 47 .....	23	229 - 232 .....	71
48 - 51 .....	24	233 - 237 .....	72
52 - 54 .....	25	238 - 241 .....	73
55 - 58 .....	26	242 - 246 (8 Months) ....	74
59 - 62 (2 Months) .....	27	247 - 250 .....	75
63 - 65 .....	28	251 - 255 .....	76
66 - 69 .....	29	256 - 260 .....	77
70 - 73 .....	30	261 - 264 .....	78
74 - 76 .....	31	265 - 269 .....	79
77 - 80 .....	32	270 - 273 (9 Months) ....	80

81 - 83 .....	33	274 - 278 .....	81
84 - 87 .....	34	279 - 282 .....	82
88 - 91 (3 Months) ....	35	283 - 287 .....	83
92 - 94 .....	36	288 - 291 .....	84
95 - 98 .....	37	292 - 296 .....	85
99 - 102 .....	38	297 - 301 .....	86
103 - 105 .....	39	302 - 305 (10 Months)...	87
106 - 109 .....	40	306 - 310 .....	88
110 - 113 .....	41	311 - 314 .....	89
114 - 116 .....	42	315 - 319 .....	90
117 - 120 .....	43	320 - 323 .....	91
121 - 124 (4 Months) ...	44	324 - 328 .....	92
125 - 127 .....	45	329 - 332 .....	93
128 - 131 .....	46	333 - 337 (11 Months)...	94
132 - 135 .....	47	338 - 342 .....	95
136 - 138 .....	48	343 - 346 .....	96
139 - 142 .....	49	347 - 351 .....	97
143 - 146 .....	50	352 - 355 .....	98
147 - 149 .....	51	356 - 360 .....	99
150 - 153 (5 Months) ...	52	361 - 366 (12 Months)..	100

**B. For Policies written for more or less than one year:-**

1. If this Policy has been in force for 12 months or less, apply the short rate table to the full annual premium determined as for an insurance written for a term of one year.
2. If this Policy has been in force for more than 12 months with premium pre-paid in full for the original period:-
  - a) determine full annual premium as for an insurance written for a term of one year;
  - b) deduct such premium from the full insurance premium and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written;
  - c) add premium produced in accordance with items a) and b) to obtain earned premium during the full period of insurance that has been in force.
3. If this Policy is in force for more than 12 months and premium paid in instalments:-
  - i) determine full annual premium for the ANNUAL PERIOD in which cancellation is effective;
  - ii) calculate the earned portion of the premium determined under i) above based upon the short rate table and the difference between the earned premium thus calculated and the premium actually paid by the INSURED for the ANNUAL PERIOD during which cancellation was effected shall be returned to the NAMED INSURED it being understood and agreed that any premium for any ANNUAL PERIOD prior to the ANNUAL PERIOD in which cancellation is effective is fully earned and shall be retained by Underwriters.

ATTACHING TO AND FORMING PART OF POLICY NUMBER 509/QG

DECLARATIONS

- ITEM 1. (a) NAMED INSURED:-
- (b) Address of NAMED INSURED:-
- (c) Existing related entities:-
- ITEM 2. Limit of Liability in all in respect of each LOSS or MEDICAL INCIDENT:- USD
- ITEM 3. Limit of Liability in the aggregate for each ANNUAL PERIOD, separately for a) and b) below:-
- a) Coverage (I) - General Liabilities excluding those PERSONAL INJURIES sustained by any PATIENT USD
- b) Coverage (II) - Medical Professional Liability, including PERSONAL INJURIES sustained by any PATIENT as a result of a LOSS USD
- ITEM 4. Period of this Policy:-
- From to both days at 12:01 a.m. Local Standard Time
- ITEM 5. Notice to:-
- ITEM 6. Retroactive Date:-
- ITEM 7. Currency (Condition O):-

ITEM 8. Payment of Premium (Condition O) to:-

ITEM 9. Service of Process (Condition P) upon:-

ITEM 10. Underwriters' Representative:-

ITEM 11. Premium for this Policy (Condition A):-

**USD**

ITEM 12. Additional premium in respect of Extended Reporting Period (Condition G) :-

% of the full annual premium for this Policy



**ATTACHING TO AND FORMING PART OF POLICY NUMBER 509/QG**

**SCHEDULE OF UNDERLYING AMOUNTS**

(A) As respects **Coverage (I) - General Liabilities**, but excluding those PERSONAL INJURIES sustained by any PATIENT:-

i) all PERSONAL INJURIES, PROPERTY DAMAGE and ADVERTISING INJURY, except where separate amount specifically shown

USD	each LOSS
USD	in the annual aggregate

ii) EMPLOYERS LIABILITY HAZARD

USD	each LOSS
USD	in the annual aggregate

iii) AUTOMOBILE LIABILITY HAZARD

USD	each LOSS
USD	in the annual aggregate

iv) AIRCRAFT LIABILITY HAZARD

USD	each LOSS
USD	in the annual aggregate

v) HELIPAD LIABILITY HAZARD

USD	each LOSS
USD	in the annual aggregate

(B) As respects **Coverage (II) - Medical Professional Liability** and all PERSONAL INJURIES sustained by any PATIENT as a result of a LOSS

USD	each MEDICAL INCIDENT or LOSS
USD	in the annual aggregate

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HCP/91

EXHIBIT A

LOSS SUMMARIES BORDEREAU

NAMED INSURED: \_\_\_\_\_ POLICY PERIOD: \_\_\_\_\_ DATE OF BORDEREAU: \_\_\_\_\_ PAGE NO. \_\_\_\_\_

Incident/ Claim Number	Incident Date	Report Date	Actual Claim Date	Patient Name	Type of Coverage	Injury Description	Current Reserve	Payments To Date	Notice by Loss Advice	For use of Underwriters' Representative
		(1)	(1)		(2)		(3)	(3)	(4)	

Notes: -

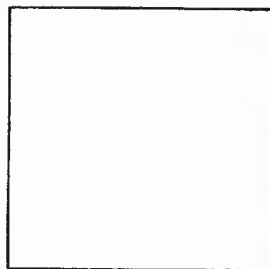
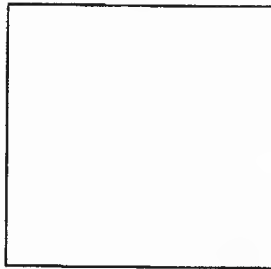
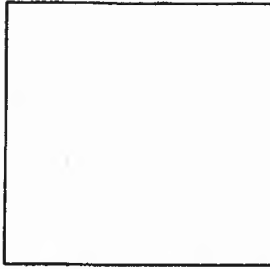
- (1) State date incident first reported to Insured's Risk Management and date of first actual claim made, in writing, against the Insured;
- (2) Specify Coverage applicable (e.g. HPL / Patient GL / other GL /Products / EL /AUTO etc. );
- (3) include costs and expenses only if applicable Underlying Amount includes costs and expenses;
- (4) Specify if separate Loss Advice Form submitted to Underwriters' Representative.

beazley

This Loss Summaries Bordereau does not override any other requirement or provision of the Reporting and Claims Handling Condition of the Policy.

Signed By: \_\_\_\_\_ (Authorised Representative of the Insured)





**MISCELLANEOUS MEDICAL PROFESSIONAL & PRODUCTS LIABILITY  
INSURANCE APPLICATION**

**NOTICE: PART OR ALL OF THE POLICY FOR WHICH THIS APPLICATION IS MADE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS, WHICH MEANS THAT THE POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE INSURER DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THIS POLICY CAREFULLY.**

**BACKGROUND INFORMATION – PLEASE READ:**

1. Please type or print clearly.
2. Answer ALL questions completely leaving no blanks. If any questions, or part thereof, do not apply, print N/A in the space.
3. If additional space is needed to answer any questions fully, please attach a separate page.
4. This application must be completed, dated and signed by a Principal of the Applicant.

**REQUIRED INFORMATION:**

1. Loss History for the last TEN years. The loss run should be updated within the last 30 days and include a breakdown of total incurred losses (paid and reserves for both indemnity and expense), and a description of all losses, whether paid or outstanding (see appendix #3).
2. Most Recent AUDITED Financials.
3. Specimen copy of contractual agreements with independent contractor physicians and/or hospitals and/or labs.
4. Most recent local and/or State accreditation agency reports (if applicable).
5. Any marketing brochures or literature detailing services provided.

**GENERAL INFORMATION:**

- a) Name of Applicant(s) Pinellas County Sheriff's Office
- b) Address (City, State, Zip Code) 10750 Ulmerton Road, Largo, FL 33778 (street address)  
P.O. Drawer 2500, Largo, FL 33779-2500 (mailing address)
- c) Telephone (727) 582-6200 Fax (727) 582-6459 Website http://pcsoweb.com
- d) Complete listing of insureds to be named under the policy (continue on a separate sheet if necessary)  
See Attached Physician List

- e) Additional insureds (explain relationship/ownership)  
**Pinellas County Board of County Commissioners -**  
**approves support funding and budget of PCSO**
- f) Full listing of locations (continue on a separate sheet if necessary)  
**14400 - 49th Street North, Clearwater, FL 33762**
- g) Please list any acquisitions made in the last 5 years (include name of entity and date acquired)  
**N/A**
- h) Are any acquisitions planned within the next 12 months? Y/N. If yes, please explain  
**N/A**
- i) Applicant is: (Individual/Partnership/Corporation/Joint Venture/LLC/Other – describe)  
**Governmental Entity**
- j) For-profit/not-for-profit/publicly traded? If publicly traded please list exchange  
**Governmental Entity therefore not-for-profit**
- k) Number of years applicant has been in operation  
**Health operation began in 1999**
- l) List all states in which the applicant is operating. Is applicant licensed in the states in which it is operating? Y/N (If no please explain)  
**Florida**
- m) (i) Please provide a list of organisations by whom the applicant is either licensed or accredited  
**ACA - American Correctional Association; NCCHC - National Commission on Correctional Health Care**
- (ii) How long has the applicant held its license or accreditation?  
**ACA - 1984; NCCHC - 1987**
- (iii) Has the applicant ever had its licence or accreditation revoked? Y/N If yes, please explain  
**No**

- n) Audited Financial Information – please provide the following: See Attached Budgets

	Most Recently Audited Financial Year:	Prior Financial Year:
Total Assets:		
Net Assets/Equity:		
Long Term Debt (less current portion):		
Total Revenues:		
Net Revenues/Income:		
Total Cash and Cash Equivalents:		

**PROFESSIONAL SERVICE/PRODUCT PROFILE:**

- a) Please state total number of patient contacts in the previous 12 months (if applicable). Please also clarify type of patient contact – e.g. obtaining a specimen by your staff, visit, procedure or treatment performed on a patient by your staff, encounters with clinical trial applicant, etc.

**Please see attached**

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- b) N/A

For the previous 12 months please provide a FULL listing of the services and/or products provided, and the percentage of total gross revenues. The total must equal 100%			
Assisted reproductive treatments/ techniques		Institutional review board	
Blood Gas		Manufacturing/Distribution/Packaging/ Mixing/Labeling	
Blood Transfusion		Microbiology	
Chemistry		Medical Devices	
Clinical Trials - also see e) below		Pathology	
Cytology		Parasitology	
Diagnostic Testing		Oncology/Radiotherapy treatment	
Drug Testing		Reproductive laboratory	
Drugs (Biological Dietary Supplements)		Research	
Endocrinology		Serology	
Genetics Testing		Surgical Monitoring	
Hematology		Sperm bank	
Histotechnology		Teleradiology	
Immunology		Urinalysis	
Information services/databases/software		Virology	
		Other (please explain)	
		<b>TOTAL</b>	<b>%</b>

c) **IMPORTANT:** Please provide on a separate sheet (see appendix # 1), a full narrative description of all the services/products listed above and any others which are provided by the applicant.

d) Does the applicant anticipate making any significant changes in the services/products provided within the next 12 months? Y/N. If yes, Please explain

No

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e) **IMPORTANT:** If the applicant is involved in clinical trials, please complete the supplementary application rider (see appendix # 2)

**MEDICAL STAFF PROFILE:**

a) Please provide (on a separate sheet if necessary) a full listing of Employed Physicians on an FTE basis, complete with specialty

Please see attached

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b) Please provide details of all other staff utilised (on an FTE basis)

Health Professional	Employed (FTE)	Contracted (FTE)
RN's	48	0
LPN's	68	0
Pharmacist	0	1
Medical Technician	0	0
Pathologist	0	0
Cytotechnologist	0	0
Lab Technician	0	0
Phlebotomist	0	0
Other (please provide description)	38.4	0

c) i) Does the applicant contract with other physician groups? Y/N. If yes, please provide total FTE count and specialties (on a separate sheet if necessary)

Yes - Temporary Positions; 1.0 Physician (until filled) and  
1.0 ARNP (until filled)

ii) Are contracted physicians required to carry professional liability insurance? Y/N. If yes, please indicate minimum limits required

Yes - \$1M/3M

iii) Is the applicant named as an additional insured on the contracted physician's professional liability policy? Y/N

N/A



**BUSINESS CONTRACTS:**

a)

Does the applicant have any contracts that do not contain the following provisions that inure to applicant's benefit? (Indicate Yes or No; if yes, please explain)	
All duties and responsibilities of each party	
Arbitration clause	
Choice of law or jurisdiction	
Force Majeure (extends to any and all events outside applicants control)	
Guarantees	
Hold harmless agreements/ indemnification	
Limitation of consequential damages	
Limitation of liabilities	
Warranty disclaimers	

- b) In addition, does an attorney review all contracts or agreements including changes prior to use?  
**Yes: Beytin McLaughlin McLaughlin Bolin & Willers PA, 201 North Franklin Street,  
 Suite 2900, Tampa, FL 33602 Phone (813) 226-3000, Fax (813) 226-3001  
 Attorneys: Mark E. McLaughlin, Jonathan F. Carr**

**RISK MANAGEMENT, CLAIMS HANDLING & LOSS CONTROL**

- a) Does the applicant have a full time risk manager on staff? Y/N. If yes, please provide the following details:

Name Virginia Holscher, CPCU

Title Director, Risk Management

Telephone (727) 464-3664

Qualifications 35+ years experience, CPCU designation, former broker specializing in Public Entity business

Length of tenure at the applicant's organisation September 2011

- b) Does the applicant have a formal, written risk management/loss prevention program? Y/N (please provide details, separately if necessary)

Yes

- c) Does the applicant require new employees to participate in a training program that instructs them on all applicable company policies and procedures?

**Yes**

- d) Does the applicant handle claims in-house or utilise the services of a third party administrator? (please provide details of in-house claims personnel/TPA used)

**In-house**

- e) Do the applicant's marketing, sales, product development and regulatory teams receive regular training in product liability concepts and regulatory requirements? If yes, please provide details, or indicate N/A if not applicable

**N/A**

- f) Does the applicant require legal counsel to review all marketing brochures and sales literature? If yes, please provide details, or indicate N/A if not applicable

**N/A**

**CREDENTIALING:**

- a) Are all health professionals credentialed prior to hiring?

**Yes**

- b) Are physicians required to be board certified in their speciality?

**Yes**

- c) How often are physicians re-credentialed?

**Every 2 years for license; 8-10 years for board certification**

- d) Prior to hiring any employee, does the applicant verify:

i) Education background and training? Y/N - **Yes**

ii) Employment references with at least two previous employers? Y/N - **Yes**

iii) Criminal record, on a Local, State and National scale? (Please indicate which apply)

**Yes - all three**

iv) Driving record? Y/N - **Yes**

v) Credit record? Y/N - **Yes**

vi) Drug tests? Y/N - **Yes**

- e) Does the applicant keep all information on file and verify its completion prior to employment commencement? Y/N - Yes

**LOSS HISTORY:**

- a) Please complete as Appendix # 3, an excel spreadsheet detailing all losses incurred within the last TEN years, including both paid and reserved amounts (indemnity and expense). The loss run should be updated within the last 30 days and include a brief description of each claim.
- b) Please provide on a separate sheet, a detailed narrative description of all claims with a paid or incurred indemnity in excess of \$50,000 within the past ten (10) years.

If applicable, please describe the steps which have been taken to mitigate the likelihood of a recurrence.

- c) Please indicate any product or service which has been involved in class action litigation within the past ten (10) years

N/A

- d) Is the applicant aware of any circumstance(s) which may result in a claim being made against the Insured, which is/are not specified on the loss run? Y/N. If yes, please provide full details on a separate sheet.

**COVERAGE HISTORY:**

- a) Please provide details of professional liability coverage purchased in the last five (5) years to date:

Policy Period	Primary/Xs Limit	SIR/Deductible	Carrier	Annual Premium	Occurrence or Claims Made?	Retroactive Date
3/1/11-12	\$5Mil	\$1.5Mil	Lloyds	\$200k	CM	11/25/99
3/1/10-11	\$5Mil	\$1.5Mil	Lloyds	\$210k	CM	11/25/99
11/25/08-3/1/10	\$5Mil	\$1.5Mil	Lloyds	\$282,473	CM	11/25/99
11/25/07-08	\$5Mil	\$1.5Mil	Lloyds	\$268,750	CM	11/25/99
11/25/06-07	\$5Mil	\$1.5Mil	Lloyds	\$275k	CM	11/25/99

- b) Has the applicant ever been declined or refused coverage, or had its coverage cancelled or non-renewed? Y/N. If yes, please explain

No

- c) Has the applicant ever had its licence revoked, been subject to disciplinary action by any state or local authority or been subject to any fine, reprimand, or criminal penalty relating to the services provided? Y/N. If yes, please explain

No

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**COVERAGE REQUEST:**

Coverage	Limits Requested	Deductible/SIR Requested	Retroactive Date Requested
Professional Liability	\$5Mil Per Occ./Agg	\$1.5Mil	11/25/1999
Products Liability			
General Liability	Included	Included	Included
Other (provide details)			

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE TRUE. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION, ANY SUPPLEMENTAL ATTACHMENTS, AND THE MATERIALS SUBMITTED HERewith ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY.

THIS APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY.

THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE

I HAVE READ THE FOREGOING APPLICATION OF INSURANCE INCLUDING ATTACHMENT 'A' AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

**WARNING**

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO FLORIDA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE."**

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**NOTICE TO PENNSYLVANIA APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

**NOTICE TO NEW YORK AND KENTUCKY APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION."

Signed:

  
Must be signed by corporate officer with authority to sign on Applicant's behalf

Date:

18      JAN      2012  
Day      Month      Year

**MISCELLANEOUS MEDICAL PROFESSIONAL & PRODUCTS LIABILITY  
INSURANCE APPLICATION**

**APPENDIX #1: SUPPLEMENTAL NARRATIVE DESCRIPTION OF  
PRODUCTS/SERVICES**

- Refer to Item c) of the Professional Service/Product Profile Section of the main application
- Use additional pages if necessary

Product/Service	Full Description
N/A	

# **MISCELLANEOUS MEDICAL PROFESSIONAL & PRODUCTS LIABILITY INSURANCE APPLICATION**

## **APPENDIX #2: CLINICAL TRIALS RIDER**

- Refer to Item e) of the Professional Service/Product Profile Section of the main application
- Please provide a full listing of active trials currently being sponsored; use additional pages if necessary

Product Name/ Protocol #	# of new Enrollees over next policy period	Trial Phase	Location
N/A			

Please complete the following questions, indicating N/A where not applicable

- a) Total number of completed human clinical trials sponsored in the last 3 years

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- b) Total number of human test subjects enrolled in the last 3 years

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- c) Any clinical trials discontinued or suspended for safety reasons? (If yes, provide details)

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- d) Number of applicants' CRA's who have less than 5 years experience

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- e) Which of the following are not required to meet the applicant's clinical investigator (CI) acceptability standards: formal training, accreditation, certifications, workload demand assessments, speciality and patient group expertise?

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- f) Have any of the applicants' CI's been cited for regulatory violations? If yes, provide details

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- g) Has applicant experienced any evidence of serious regulatory non-compliance or fraud by applicant's CI's and their staff in the past five (5) years? If yes, provide details

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- h) Please state number of Clinical trial "for cause audits" conducted by applicant, FDA, or OHRP in the last 3 years:

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- i) Does the applicant use information videos as part of the informed consent process?

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- j) Does the applicant perform a final approval of IRB approved informed consent documents?

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k) Is the applicant in compliance with the FDA requirements concerning financial disclosures?

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l) What has been the maximum compensation the applicant has offered trial participants?

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m) Is the applicant in compliance with applicable state regulations regarding human clinical trials?

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n) Do any of the applicant's employees provide direct patient care on the applicant's behalf? If so, do they carry their own medical malpractice insurance? Please specify limits

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o) Does the applicant ever act as both trial sponsor and clinical investigator?

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p) Does the applicant operate an inpatient facility? If yes, does the applicant have an accredited emergency care facility? Please provide details

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